

PROFESSIONAL SERVICES AGREEMENT

For

INFORMATION SECURITY, COMPLIANCE, AND INCIDENT RESPONSE SERVICES

Contract # 1350-12461

BETWEEN



COOK COUNTY GOVERNMENT,

AND

SUNGARD AVAILABILITY SERVICES LP

**APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
JUN 18 2014**

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PROFESSIONAL SERVICES AGREEMENT

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| Exhibit 2 | Consulting Services Statement of Work and Task Order Terms |
| Exhibit 3 | Managed Services Statement of Work and Task Order Terms |
| Exhibit 4 | Acceptable Use Policy |
| Exhibit 5 | Business Associates Agreement |
| Exhibit 6 | CJIS Security Addendum |
| Exhibit 7 | Travel Policy |
| Exhibit 8 | Evidence of Insurance |
| Exhibit 9 | Board Authorization |
| Exhibit 10 | Certification Regarding Lobbying |

Exhibit 11 Certification for Consulting or Auditing Services

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" or "Customer" and SunGard Availability Services LP doing business as a Limited Partnership of the Commonwealth of Pennsylvania, hereinafter referred to as "Consultant" or "SunGard", pursuant to authorization by the Cook County Board of Commissioners on June 18, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT 9.

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Information Security, Compliance, and Incident Response Services on March 19, 2013. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3 of this Agreement, including Exhibits 2 or 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform

those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Acceptable Use Policy" (AUP), attached hereto as Exhibit 4 and found at <http://www.sungardas.com>, means the policy governing transmissions through, and use of, the network over which the Services are provided. The County will comply with the AUP in its use of Services and also will require its agents, contractors, customers, and employees to do so.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Confidential Information" means a disclosing Party's proprietary or non-public information, including, but not limited to a Party's Intellectual Property and Content. It does not include information (a) lawfully received from third parties without confidentiality obligations to the disclosing Party; (b) in the public domain; or (c) developed without reliance on the non-disclosing Party's Confidential Information. Confidential Information includes physical security systems, access control systems, specialized recovery equipment and techniques, which include trade secrets.

"Content" means the County or third party data and other information provided by or through the County to Consultant.

"Department" means the Cook County Using Department.

"Intellectual Property" or "IP" means the copyrights, trademarks, patents, trade secrets and other intangible assets pertaining to the creative works, inventions and ideas of a Party or a third party recognized in the jurisdiction where the Services are delivered.

"Order" or "Task Order" mean an order for Services placed against this Agreement, the terms of which shall never override this Agreement.

"Services" means, collectively, the services, Deliverables, duties and responsibilities described in Article 3 of this Agreement, Exhibit 2, Exhibit 3, or any Order and Task Order and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Consultant contracts to provide a material part of the Services.

b) Interpretation

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Urban Area Security Initiative (UASI) Grant Agreement
- Exhibit 2 Consulting Services Statement of Work and Task Order Terms
- Exhibit 3 Managed Services Statement of Work and Task Order Terms
- Exhibit 4 Acceptable Use Policy
- Exhibit 5 Business Associates Agreement
- Exhibit 6 CJIS Security Addendum
- Exhibit 7 Travel Policy
- Exhibit 8 Evidence of Insurance
- Exhibit 9 Board Authorization
- Exhibit 10 Certification Regarding Lobbying
- Exhibit 11 Certification for Consulting or Auditing Services

d) Order of Precedence

The following Articles and attached Exhibits are made a part of this Agreement with the following Order of Precedence:

- 1. Articles 1 through 13 of this Professional Services Agreement
- 2. Exhibit 1 Urban Area Security Initiative (UASI) Grant Agreement
- 3. Exhibit 2 Consulting Services Statement of Work and Task Order Terms
- 4. Exhibit 3 Managed Services Statement of Work and Task Order Terms
- 5. Exhibit 4 Acceptable Use Policy

- 6. Exhibit 5 Business Associates Agreement
- 7. Exhibit 6 CJIS Security Addendum
- 8. Exhibit 7 Travel Policy
- 9. Exhibit 8 Evidence of Insurance
- 10. Exhibit 9 Board Authorization
- 11. Exhibit 10 Certification Regarding Lobbying
- 12. Exhibit 11 Certification for Consulting or Auditing Services

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibits 2 and 3, which are attached to this Agreement and incorporated by reference as if fully set forth herein, and any issued Task Order.

b) Deliverables

In carrying out its Services, Consultant may prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant solely for the County as specified in Exhibit 2.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement, including within the applicable Task Orders. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure and Consultant shall promptly remedy the deficiencies or failures. If Consultant does not correct the deficiency or failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure or other time as may be mutually agreed to by the Parties, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this

Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content agreed upon by the Parties and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as reasonably needed, and qualified to perform the Services set forth in Exhibit 2. With respect to any Consulting Services, Consultant must include among its staff the Key Personnel and positions as identified in 3.d(ii) below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold or delay, except if such reassignment or replacement is due to reasons of illness, resignation, termination or other causes outside the control of Consultant. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The County may, at any time and acting reasonably, notify Consultant in writing that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services being performed by such Key Personnel and must replace him or them in accordance with the terms of this

Agreement. A list of Key Personnel is found in Exhibit 2, Consulting Services Statement of Work and Task Order.

iii) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, as applicable, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272), except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) Insurance

Consultant must maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Cook County is to be included as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms.

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include network security and privacy liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms.

ii) Additional Requirements

(1) Within seven (7) business days of the Effective Date and prior to any start of performance of Services or toward Deliverables under this Agreement, Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as

specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(2) Consultant will endeavor to provide the County with 30 days advance written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

(3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(4) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements upon reasonable notice to Consultant and upon the Parties' execution of an amendment to this Agreement. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification and Limits of Liability

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of this Agreement by the Consultant, or the acts or omissions of the officers, agents, employees, contractors, Subcontractors, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

(i) Scope to Limit of Liability. Each party's total liability for all claims arising out of or related to this Agreement (whether in contract, tort or under any other form of liability as applicable) shall be limited in the aggregate to the total fees paid or payable during the first twenty-four (24) months of the Agreement.

(ii) Limits of Liability. AS PART OF THE CONSIDERATION FOR SERVICES PROVIDED BY CONSULTANT AND FOR THE FEES PAID OR PAYABLE BY THE

COUNTY UNDER THE AGREEMENT, EXCEPT FOR THE EXCLUSIONS SET FORTH BELOW IN SUBSECTION (ii), *Exclusions to Limits on Liability*, OR OTHERWISE PROHIBITED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER (WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER FORM OF LIABILITY, AND WHETHER OR NOT THE OTHER PARTY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) FOR: (a) CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES; OR (b) LOST PROFITS, AND LOSS OF REVENUE. THIS DISCLAIMER AND LIMITATION OF LIABILITY ARE MATERIAL INDUCEMENTS FOR THE PARTIES TO ENTER INTO THIS AGREEMENT AND ARE INTENDED TO SURVIVE A FINDING BY A COURT OR ARBITER THAT THE EXCLUSIVE REMEDIES UNDER THIS AGREEMENT OR ANY ORDER FAIL OF THEIR ESSENTIAL PURPOSE. FOR PURPOSES OF THIS ARTICLE 3(g)(ii), THE FOLLOWING SHALL BE DEFINED WITHIN THE DEFINITION OF DIRECT DAMAGES: LOSS OR CORRUPTION OF CONTENT OR BUSINESS INTERRUPTION.

(iii) Exclusions to Limits on Liability.

The limitations of liability in subsections (i) and (ii) above will not apply to damages claims for:

(a) Breach of an obligation with respect to confidentiality, including breaches of County Data, in which case the aggregate direct, indirect, consequential, incidental, punitive, or special liability for all such claims under this Agreement will not exceed one million United States dollars (\$1 million) or the foreign exchange equivalency;

(b) Consultant's infringement indemnity obligations set forth in subsection (i), *Patents, Copyrights and Licenses*, in which case the aggregate direct, indirect, consequential, incidental, punitive, or special liability for all such claims under the Agreement will be unlimited;

(c) Breach of the other Party's Intellectual Property, in which case the aggregate direct, indirect, consequential, incidental, punitive or special liability for all such claims under the Agreement will be unlimited;

(d) Fees for Services under a Task Order;

(e) Bodily injury, death, or damage to real or tangible property caused by a Party's negligence, in which case the aggregate direct liability will be unlimited; or

(f) Any other damages claims that cannot be limited or excluded under applicable law.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations applicable to Consultant and will not disclose any of

County's records, materials, or other data to any third party except as necessary to meet its obligations under this Agreement, provided that such third party is bound by confidentiality obligations no less restrictive than contained here. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

County acknowledges and agrees that Consultant's Confidential Information, as identified by Consultant, shall not be disclosed, directly, indirectly or by implication, or be used by County in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of County's performance hereunder or as required by law. The County may share Consultant's Confidential Information with employees or contractors who have a need to know the Confidential Information and who are bound in writing by reasonable confidentiality obligations. Notwithstanding the foregoing, Consultant acknowledges that certain information may be subject to disclosure under the Illinois Freedom of Information Act ("FOIA").

(i) County Title and Intellectual Property Rights.

All Deliverables created under this Agreement whether made by Consultant, Consultant's Subcontractors, Consultant's employees, the County, the County's contractors or employees, or any combination thereof are the property of the County, shall be owned by the County except for the Consultant IP embodied in the Deliverable. Consultant irrevocably and unconditionally sells, transfers and assigns to County and its designee(s), the entire right, title, and interest in and to the Deliverables that it may now or hereafter possess in said Deliverables, and all derivative works thereof, except for the Consultant IP embodied in the Deliverables. This sale, transfer and assignment shall be effective immediately upon the County's payment to Consultant for the Services that resulted in the creation of each Deliverable.

Except for Consultant IP, all copyrightable material contained within a Deliverable and created under this Agreement are works made for hire within the meaning of the copyright laws of the United States. Consultant bears the burden to prove that a work within a Deliverable was not created under this Agreement. If work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to Consultant under such law, Consultant shall and hereby irrevocably does, assign and transfer to the County free from all liens and other encumbrances or restrictions, all right, title and interest Consultant may have or come to have in and to such Deliverable.

Consultant agrees to execute all documents and take all actions that may be reasonably requested by the County to evidence the transfer of ownership of or license to intellectual property rights described in this Section.

The County retains all right, title and interest in and to all derivative works of County IP. The County hereby grants to Consultant a nonexclusive, revocable license to use, copy, modify and prepare derivative works of County IP only during the term of the Agreement and only for the

purpose of performing Services and developing Deliverables for the County under this Agreement.

(ii) Consultant's Intellectual Property and License.

Consultant will retain all right, title and interest in and to all Consultant IP owned by Consultant prior to the delivery of Services hereunder or developed by it during or after the delivery of Services hereunder that is not specific to the County. The County acknowledges that its possession, installation or use of Consultant IP will not transfer to it any title to such property.

Except as expressly authorized in herein, the County will not distribute, sublicense, rent, reverse engineer, decompile or disassemble Consultant IP.

Consultant grants to the County, a royalty-free, non-exclusive, non-transferable, irrevocable, perpetual, license to use Consultant IP for its internal business purposes and as otherwise required for its governmental functions. The County may provide Consultant IP to any County subcontractor for the sole purposes of creating, implementing, maintaining or enhancing a Deliverable, and for creating derivative works thereof, in any media now known or hereafter known, to the extent the same are embodied in the Deliverables; provided that such County subcontractors are bound in writing by reasonable confidentiality obligations. For the avoidance of doubt, this license does not give the County the right, and the County is not authorized, to sublicense such Consultant IP or use it for the benefit of other customers or for any other purpose, except as expressly authorized herein, without Consultant's prior written consent.

(iii) County Data.

For purposes of this Agreement, "County Data" means all data provided by the County to Consultant, provided by third parties to the Consultant for purposes relating to this Agreement, or otherwise encountered by Consultant for purposes relating to this Agreement, including, without limitation, all data sent to Consultant by the County and/or stored by Consultant on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes County Data, the data in question shall be treated as County Data. County Data shall be considered the County's Confidential Information.

County Data, or any derivatives thereof, provided to Consultant or contained in any Consultant repository shall be and remain the sole and exclusive property of the County. Consultant is provided a license to County Data hereunder for the sole and exclusive purpose of providing Services under this Agreement, including a limited non-exclusive, non-transferable license to store, record, transmit, and display County Data only to the extent necessary in the provisioning of the Services under this Agreement. Except for approved Subcontractors, Consultant is prohibited from disclosing County Data to any third party without prior, specific written approval from the County. Consultant shall not use the County Data for any purpose other than that of rendering the Services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit County Data. Consultant shall not possess or assert any lien or other right against or to County Data.

Consultant will safeguard and secure County's Data in its possession as required by all applicable laws, including HIPAA, HITECH, and the rules promulgated thereunder, as well as the Illinois Personal Information Protection Act. Consultant will safeguard and secure County's Data in its possession also as required by industry-standard best practices as updated, including Payment Card Industry ("PCI") Security Standards Council ("SSC") standards and National Institute of Standards and Technology ("NIST") 800-series standards.

At all times, the County has the right to access, examine and verify Consultant's protection of County Data in Consultant's possession, including through the receipt of Consultant's SSAE16 Type 2, SOC 1 audit report. County may do so directly or through a third party of County's choosing, provided that such third party is bound in writing by reasonable confidentiality obligations and provided that the County or its designed third party may only audit those controls not already covered in Consultant's audit report. Upon written request by the County, Consultant shall provide to County reasonably detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow relating to County Data.

All County Data, both in motion and at rest, shall be stored only within the continental United States. Upon termination of the Agreement, whether upon expiration, upon breach, or otherwise, Consultant shall retrieve, retain, deliver, or destroy the County Data as the County reasonably directs at no additional cost to the County. Under no circumstances, and regardless of any breach of this Agreement, shall Consultant prevent the County from accessing and retrieving County Data. In all cases, Consultant shall provide reasonable assistance to County in accessing and retrieving County Data.

The Consultant agrees that upon termination of this Agreement it shall return all County Data to the County in a useable encrypted electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance with this Agreement. County Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the County, whichever shall come first.

Where disposal is approved, the Consultant agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained County Data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the County within 10 days of completion. Acceptance of Certification of Data Sanitization by the Chief Information Security Officer is required prior to media reuse or disposal. All other materials which contain County Data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88.

i) Patents, Copyrights and Licenses

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and

affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), against third-party claims that the Services, as delivered, infringe any Intellectual Property, and will pay costs, expenses (including reasonable attorneys' fees), and damages finally awarded against the County, or settlements agreed, on account of such claims.

If the County's use of the Services will be enjoined—or in Consultant's opinion is either likely to be enjoined or that a claim, action, proceeding or suit is likely to occur due to the alleged infringing Services—the County's sole and exclusive remedy will be for Consultant to: (i) replace the affected portion of the Services with a substitute that is functionally equivalent in all material aspects and free of any infringement or violation, at no additional fee; (ii) modify the Services so that they will be free of the infringement or violation; or (iii) procure for the County a license or other right to use the Services, provided that if none of these options is commercially practical, then upon written notice to the County, Consultant may terminate the affected portion of the Services in the applicable Task Order and Consultant will refund to the County any prepaid fees for such Services that were not yet rendered.

No Consultant indemnity obligation will extend to an alleged infringement arising out of or relating to (i) Consultant's adherence to a design modification, specification of hardware or software, drawing, or written instruction (including, but not limited to Consultant's provision of the specific components listed on any Order), which Consultant is directed by the County to follow; (ii) Consultant's adherence to instructions to apply the County's trademark, trade name, or other the County identification; (iii) software, hardware or data furnished or specifically requested by the County to Consultant for use under this Agreement; (iv) the County's use of the Services in combination with other products or services, which combination was not installed, recommended, or approved by Consultant; or (v) any claim specified as a the County indemnity obligation.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor, the Department of Homeland Security and Emergency Management, or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under this Agreement, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant directly related to the Agreement, or to Consultant's compliance with any term, condition or provision thereof. The County shall provide Consultant with at least fifteen (15) days prior written notice, such audit shall be at the County's expense and shall not interfere with another customer's use of the services. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.

In the event the Consultant receives payment under the Agreement, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Agreement pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Except for Subcontractors clearly identified by name in this Agreement, this Agreement shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Agreement. The Consultant shall not transfer or assign any contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of Subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All Subcontractors shall be subject to the applicable terms of this Agreement. Consultant shall incorporate into all subcontracts all of the provisions of the Agreement which affect such subcontract.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant expects to retain in providing Services exclusively to the County hereunder. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of

another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County and made known to Consultant.

Consultant currently intends to utilize the following Subcontractors in its provision of Services described in Exhibits 2 and 3:

Palace Gate Corporation
3405 Park Place
Evanston, IL 60201

Alert Logic, Inc.
1776 Yorktown, 7th floor
Houston, TX 77056

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on July 1, 2014 ("**Effective Date**") and continue until June 30, 2018 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and the applicable Task Orders.
- ii) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (2) additional two-year periods (i.e., for a total of four years

extension when both extension periods are combined) under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to this Agreement, its Exhibits, and any applicable Task Order. Payment, whether for Services or reimbursement, which the County is required to make under this Agreement will be made not later than sixty (60) days after the County has received Consultant's invoice.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions of this Agreement, its Exhibits 2 and 3, and any applicable Task Order. The invoices shall contain a reasonably detailed description of the Services that is sufficient to determine the Services for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A), as applicable. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The schedule of payments under this Agreement is identified in the Task Orders currently set forth in Exhibits 2 and 3. Consultant understands and acknowledges that this Agreement is funded by a federal grant through the Department of Homeland Security, as further detailed in Exhibit 1, *Urban Area Security Initiative (UASI) Grant Agreement*. Contractor shall comply with all the terms and provisions set forth in 44 C.F.R. 13.36(i), which are incorporated by reference as though fully set forth herein. Payments under this Agreement must not exceed the dollar amount of \$1,364,123.00, as shown in this Agreement and its Exhibits 2 and 3 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, or if the funding for the grant is terminated, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was

made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Agreement. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

[Intentionally Blank]

g) Consultant Credits

[Intentionally Blank]

ARTICLE 6) DISPUTES

Any dispute arising under the Agreement between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Agreement provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Agreement during any dispute resolution proceeding unless otherwise agreed to by the County in writing. Nothing in this provision will limit the right of either Party to seek whatever remedy is available at law or in equity, including without limitation, injunctive relief for intellectual property infringement or breach of confidentiality.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the

performance of the Agreement including, but not limited to, those County Ordinances set forth in the certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or subcontractors shall be the responsibility of the Consultant.

Except as otherwise set out in a Task Order, Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will not perform any Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the Services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant is not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in material compliance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

vi) OTHER THAN THE EXPLICIT WARRANTIES AND THOSE WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW, AND ANY WARRANTIES SPECIFICALLY PROVIDED IN AN ORDER, SUNGARD PROVIDES THE SERVICES "AS IS," AND DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

[Intentionally Omitted]

d) Business Documents

At the request of the County, Consultant must provide a Certificate of Secretary or other document reasonably acceptable to the County to validate that the person(s) who will execute this Agreement is Consultant's duly authorized officer(s).

e) Conflicts of Interest

i) No member of the governing body of the County and no other officer, employee or agent of the County who exercises any material functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not

acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the reasonable request of the County and upon Consultant's receipt of written consent by the applicable client(s), Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship in order to allow the County to determine whether the Consultant's Services for such other clients poses a conflict of interest. If Consultant becomes aware of a conflict, it must promptly notify the County in writing.

iv) Without limiting the foregoing, if Consultant assists the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consultant must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if Consultant does not have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Article 3(h) and (i) of this Agreement.

vi) If any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, attached here as Exhibit 10.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to promptly re-perform Services in accordance with the terms set forth in this Agreement;
 - (c) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (d) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- (v) Failure to comply with Article 7, *Compliance with Laws*, in a material respect in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. Consultant shall have an opportunity to cure the default within 30 days of receipt of a Cure Notice, unless extended by the Chief Procurement Officer.

The Chief Procurement Officer will give Consultant written notice of the default, in the form of a cure notice ("**Cure Notice**"). The Chief Procurement Officer may give notice of termination ("**Default Notice**") if Consultant fails to affect a cure within the cure period. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County.

- i) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii) The right of specific performance, an injunction or any other appropriate equitable remedy;

- iii) The right to money damages, subject to Article 3(g), *Limits of Liability*;
- iv) The right to withhold all or any part of Consultant's compensation under this Agreement;
- v) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

Consultant may terminate this Agreement on no less than thirty (30) business days' notice if: (a) the County materially breaches it and fails to remedy the breach within sixty (60) days after receiving written notice of it by Consultant, provided that, if a longer period is reasonably required to remedy the breach and the remedy is promptly begun, such remedy period shall be extended for as long as the remedy is being diligently carried out to completion; or (b) the material breach is of a type which cannot be remedied. Notwithstanding the foregoing, if the breach is County's noncompliance with Exhibit 4, *Acceptable Use Policy*, or with applicable law or regulation, Consultant may immediately, without liability, interrupt or suspend the Services as necessary to avoid a violation of law or regulation, to prevent a service interruption by an Internet service provider or other network services provider, or to protect the integrity of Consultant's network or the security of the Services; provided that noncompliance with such Acceptable Use Policy shall not necessarily constitute a material breach or default as defined under Article 9 of this Agreement.

c) Early Termination

The County may, by providing SunGard with ninety (90) calendar days written notice, terminate this Agreement, in whole or part, or with respect to the Services provided under Exhibit 2, change such Services by increasing or decreasing the number of resources and/or hours purchased (and corresponding fees), at any time during the term of this Agreement *provided that* the effective date of termination or change is on or after twelve (12) months from the Effective Date of the Agreement.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. For purposes of this provision, an "emergency" is a sudden, unforeseen event which requires immediate action in order to protect against loss of life, damage to the property, or catastrophic consequences to the County's normal activities. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services.

Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason expressly permitted ;

(ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for such costs, subject to the limits of liability in Article 3(g). This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Except as otherwise set forth herein, Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Agreement.

g) Prepaid Fees

In the event this Agreement is terminated by either party, for cause or otherwise, and the County has prepaid for any Services Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Services not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

h) Force Majeure

Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations as a result of a cause beyond its control, including but not limited to, any natural calamity, act of God, act of any military, civil or regulatory authority, change in any law or regulation.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Each Party acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the other Party, its officials, agents or employees, has induced either Party to enter into this Agreement or has been relied upon by the other Party, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or

concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission. The parties agree that this Agreement, including any of its Exhibits, will not be construed against the drafter. The construction and interpretation of this Agreement will be in accordance with its explicit language and excluding the parties' course of dealing or to usage of trade. The parties acknowledge that the Agreement and any Task Order are the result of negotiation between the Parties which are represented by sophisticated counsel and therefore none of the Agreement's or Task Order's provisions will be construed against the drafter.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Modifications and Amendments

The parties may during the term of the Agreement make modifications and amendments to the Agreement but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Agreement by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Agreement beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Agreement beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Agreement. Any modifications or amendments to this Agreement made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c, *Modifications and Amendments*, no County department or employee thereof has authority to make any modification or amendment to this Agreement.

d) Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Agreement.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

The Consultant, if not currently under notice of breach may assign this Agreement, in whole or in part, to its Affiliate or in connection with a merger, acquisition, divestiture, corporate reorganization, or sale of all or substantially all of its assets; provided that Consultant provides the County with prompt written notice and the successor-in-interest meets all of the obligations under this Agreement, including compliance with applicable County codes. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns.

g) Cooperation

Each party must at all times reasonably cooperate with the other party. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant will use reasonable

efforts to assist the County with an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. There are no third party beneficiaries to this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

ARTICLE 11) NOTICES

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Bureau of Technology
69 W. Washington St., Suite 2700
Chicago, Illinois 60602
Attention: Chief Information Officer

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

and

Cook County Department of Homeland Security
and Emergency Management
69 W. Washington, Suite 2600
Chicago, IL 60602
Attention: Executive Director

If to Consultant: SunGard Availability Services LP
Attn: Contract Admin- Legal
680 East Swedesford Road
Wayne, PA 19087
Email: contract.admin@sungardas.com
Fax: 610-225-1125

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

ARTICLE 13) ENFORCEMENT

Each party acknowledges that the provisions of this Agreement regarding confidentiality and access to and use of the other party's resources are reasonable and necessary to protect the other party's legitimate business interests and that any breach of such provisions shall result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach of such provisions, then the injured Party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a Party (or any other person involved in the breach) may have against the other Party shall not constitute a defense or bar to the enforcement of such provisions.

EXHIBIT 1

Urban Area Security Initiative (UASI) Grant Agreement



Illinois Emergency Management Agency

Jonathon E. Monken, Director

November 21, 2013

Michael Masters, Executive Director
Cook County, Department of Homeland
Security and Emergency Management
69 West Washington Street, Suite 2600
Chicago, Illinois 60602-3178

RE: 13UASICOOK

Dear Grantee:

Enclosed with this letter is your fully executed grant agreement. Please retain the enclosed copy for your files.

Additionally, we have included an audit certification document that must be completed and returned to us within 30 days of receipt. Please read the enclosed Audit Certification Form to determine the applicability of the requirements to your agency. Failure to provide required audit reports can affect your organization's eligibility for receipt of federal dollars in future years.

If you have any questions or need additional information, please feel free to contact me at 217-557-4757.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tom Zimmerman", with a stylized flourish at the end.

Tom Zimmerman
Illinois Terrorism Task Force

Attachment



2200 S. Dirksen Parkway • Springfield, Illinois • 62703 • Telephone (217) 782-7860 • <http://www.ilema.illinois.gov>

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Illinois Emergency Management Agency

Jonathon E. Monken, Director

Federal Preparedness Grant Programs
Audit Certification

Grantee Name _____

Address: _____

Audit Point of Contact _____

Phone _____ E-mail address _____

Jurisdiction's Fiscal Year End Date _____ (Month/Day/Year)

The Illinois Emergency Management Agency, Illinois Terrorism Task Force (ITTF), as administrator of federal preparedness grants, is responsible for ensuring compliance with Federal, State and local laws and regulations in the performance of grant work. Federal regulations require that non-Federal organizations, **which expend \$500,000 or more in total Federal assistance** during their fiscal year, must have a Single Audit performed in accordance with the Single Audit Act of 1984 (as amended) and Office of Management and Budget (OMB) Circular No. A-133. IEMA is required to monitor our sub-recipients of federal awards and determine whether they have met the audit requirements of the Circular and whether they are in compliance with federal laws and regulations.

If your jurisdiction/organization met the above expenditure threshold during your fiscal year in which you received federal dollars, you must submit a copy of the Single Audit report to the IEMA. Please note that you are only required to submit to us a Single Audit report for those fiscal years that your organization received Federal funding (including EMPG or Public Assistance) through the IEMA and the expenditure threshold is met. Failure to provide the required audit report or reports will affect your organization's Federal assistance in future years.

Accordingly, we are requesting that you check one of the following, sign and date the letter and return this letter to me 30 days after receipt. Please have your jurisdiction's fiscal agent or auditor complete and sign this form.

1. _____ We expect to have a Circular A-133 audit for **our jurisdiction's fiscal year 2013**. (Per ITTF Policy 2009 (8) a copy of the audit report will be forwarded to IEMA within 9 months of the end of the jurisdiction's fiscal year.)
2. _____ We are not subject to a Circular A-133 audit because:
_____ We expend less than \$500,000 in federal awards (from all sources) annually.
_____ Other (please explain) _____

Type or Print Name

Title

Date

Signature

If you have any questions, please do not hesitate to contact Robert Evans at bob.p.evans@illinois.gov. Return form by e-mail or hard copy to: IEMA, 2200 South Dirksen Parkway, Springfield, IL 62703.



Illinois Emergency Management Agency

Jonathon E. Monken, Director

NOTICE OF GRANT AGREEMENT

PART I - Notice of Grant Award to Cook County, Department of Homeland Security and Emergency Management

This Grant Agreement is made and entered into by and between the Illinois Emergency Management Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and Cook County, Department of Homeland Security and Emergency Management (Grantee), 69 West Washington Street, Suite 2600, Chicago, Illinois 60602-3178.

The purpose of this Grant is to utilize funds from the Department of Homeland Security (DHS), Federal Fiscal Year 2013 Homeland Security Grant Program, Urban Area Security Initiative (UASI), CFDA #97.067.

The Grantor hereby grants to the Grantee an amount not exceeding \$27,530,598.95 for the period from September 1, 2013, to March 31, 2015. The Grantee hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this Agreement and applicable federal and state policies and grant guidance.

The Grantee shall include all requirements listed herein in each sub-grant, contract and subcontract financed in whole or in part with federal assistance.

This Agreement and attachments constitute the entire agreement between the parties and there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

PART II - Term

The term of this Grant Agreement shall be from September 1, 2013, to March 31, 2015.

PART III - Scope of Work

The Grantee will utilize the Homeland Security Grant Program (HSGP) funding as outlined in the Grantee's FFY 2013 Grant Program Application. The HSGP funds shall be used for costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

The FFY 2013 Grant Program Application, provided in the Budget Detail Worksheet (Attachment A), outlines a description of the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those activities that are specifically listed in the Attachment A.

The Project Implementation Worksheet (Attachment C) provides a detailed description of the scope of work to be performed using funds received through this Agreement, including a list of specific outcomes and sequential milestones that will be accomplished by the Grantee. These milestones will allow the Grantor to measure progress of the Grantee in achieving the goal of the project.



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PART IV - Compensation Amount

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of **\$27,530,598.95**.

PART V - Terms and Conditions

SPENDING LIMITATIONS: All allocations and use of funds by the Grantee shall be in accordance with applicable funding opportunity announcements, grant guidance and application kits. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement. All sub-grants issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by the Grantor.

FISCAL FUNDING: The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation or the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grants Programs Directorate (DHS FEMA GPD) fails to provide the funds. The Grantor shall give the Grantee notice of such termination for funding as soon as practicable after the Grantor becomes aware of the failure of funding. The Grantee's performance obligations under the Agreement shall cease upon notice by the Grantor of lack of appropriated funds.

METHOD OF COMPENSATION: The Grantee must submit vendor invoices or a computer generated report with description of costs, including a statement of payment for personnel costs and affirmation or evidence of delivery and property identification numbers for property subject to the Grantor's policies and procedures, in order to receive compensation through this Agreement. Such invoices and reports must be submitted to the Grantor in a timely manner, and in no event later than 30 days following the expiration of this Agreement. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantor will not reimburse the Grantee for any exercise expenditures unless and until an After Action Report/Improvement Plan is submitted in accordance with "Part V—Reports" herein. The Grantee shall maintain appropriate records of actual costs incurred and submit expenditure information to the Grantor. The Grantee shall comply with the requirements of 31 U.S.C. 3729, which provides that no recipient of federal payments shall submit a false claim for payment. No costs eligible under this Agreement shall be incurred after **March 31, 2015**.

NON-SUPPLANTING REQUIREMENT: The Grantee agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

REPORTS: The Grantee shall submit to the Grantor, within 15 days after the end of the reporting period (July 15 for the reporting period of January 1 through June 30 and January 15 for the reporting period of July 1 through December 31) throughout the stated performance period, the following documentation: (1) amount of funding received, obligated and expended for activities outlined in this Agreement and (2) Budget Detail Worksheet (Attachment A), Discipline Allocation Worksheet (Attachment B), and Grant-Funded Typed Resource Report. The Grantee shall provide a quarterly update of the Project Implementation Worksheet (Attachment C) to the Grantor within fifteen (15) business days after March 31, June 30, September 30, and December 31 throughout the performance period of the Agreement. The Grantee must submit a final Budget Detail Worksheet, Discipline Allocation Worksheet, Project Implementation Worksheet and Grant-Funded Typed Resource Report to the Grantor within 30 days after the expiration of the Agreement.

The Grantee also must submit the following documentation:

- Web-form to DHS within 30 days after attendance in training for any training not provided by DHS FEMA GPD, but that is supported with funds provided through this Agreement.
- Final After Action Report/Improvement Plan to the Grantor within 45 days after each exercise. All exercises conducted with funds provided through this Agreement must be National Incident Management System (NIMS) compliant and be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).

ACCOUNTING REQUIREMENTS: The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Grantee shall keep records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Agreement. The Grantee must follow the retention and access requirements for records [44 CFR 13.42 (b) and 2 CFR 215.531]. All records must be maintained for three years after submission of the final expenditure report; or if any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Grantee shall assure sub-grants are in compliance with 44 CFR 13.37. Funds received by the Grantee must be placed in an interest-bearing account.

The Grantee shall comply with the most recent version of the Administrative Requirements and Cost Principles, as applicable. A non-exclusive list of regulations commonly applicable to the DHS FEMA GPD grants are listed below:

- A. Administrative Requirements
 - 1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (OMB Circular A-102)
 - 2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
- B. Cost Principles
 - 1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 - 4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

DUPLICATION OF BENEFITS: The Grantee shall not duplicate any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which provides that any cost allocable to a particular federal award or cost objective under the principles provided for in this Authority may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition does not preclude the Grantee from shifting costs that are allowable under two or more awards in accordance with existing program agreements. Non-governmental entities are subject to this prohibition per 2 CFR Parts 220 and 230 and FAR Part 31.2.

RECORD KEEPING AND AUDITS: Grantee shall maintain records for equipment, non-expendable personal property, and real property. The Grantee shall, as often as deemed necessary by the Grantor, DHS FEMA GPD or any of their duly authorized representatives, permit the Grantor, DHS FEMA GPD, the Auditor General, the Attorney General or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Agreement. The Grantee shall cooperate with any compliance review or complaint investigation conducted by DHS. The Grantee shall submit timely, complete and accurate reports and claims for payment and shall maintain appropriate backup documentation. The Grantee shall comply with all other special reporting, data collection and evaluation requirements as may be required by

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13UASICOOK

DHS. The Grantee acknowledges that these are federal pass-through funds that must be accounted for in the jurisdiction's Single Audit under the Single Audit Act of 1996, if required. The Grantee certifies that all audits submitted under the provisions of OMB Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations, have been approved by the Grantor.

MODIFICATION AND AMENDMENT OF THE GRANT: This Agreement is subject to revision as follows:

- A. Modifications may be required because of changes in state or federal laws, regulations, or federal grant guidance as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.
- B. Modifications may be made upon written agreement of both the Grantor and Grantee.

TERMINATION FOR CONVENIENCE: This Agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this Agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this Agreement prior to termination.

TERMINATION FOR BREACH OR OTHER CAUSE: The Grantor may terminate this Agreement without penalty to the Grantor or further payment required in the event of:

- A. Any breach of this Agreement that, if it is, susceptible of being cured, is not cured within 15 calendar days after receipt of the Grantor's notice of breach to the Grantee.
- B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any state agency.

The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

SEVERABILITY CLAUSE: If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision or application.

WORKER'S COMPENSATION INSURANCE, SOCIAL SECURITY, RETIREMENT AND HEALTH INSURANCE BENEFITS, AND TAXES: The Grantee shall provide worker's compensation insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for worker's compensation, social security and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for employees of the Grantee who are performing services specified by this Agreement.

WAIVERS: No waiver of any condition of this Agreement may be effective unless in writing from the Director of the Grantor.

WORK PRODUCT: The Grantee acknowledges DHS FEMA GPD and State of Illinois reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with federal support. The Grantee agrees to consult with DHS FEMA GPD, through the Grantor, regarding the allocation of any patent rights that arise from, or are purchased with,

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this funding. All publications created through this Agreement shall affix the applicable copyright notices of 17 U.S.C. 401-402 and prominently contain the following statement: *"This document was prepared under a grant from the Federal Emergency Management Agency's Grant Program Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security or the State of Illinois."*

ACKNOWLEDGEMENT OF FEDERAL FUNDING: The Grantee shall acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

RECAPTURE OF FUNDS: The Grantee shall return to the Grantor all state or federal grant funds that are not expended or received from the Grantor in error. All funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to the Grantor within 45 days, if applicable. The Grantor may recapture those funds in accordance with State and federal laws and regulations. The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

MAINTENANCE AND REVIEW OF EQUIPMENT: The Grantor reserves the right to reclaim or otherwise invoke the Illinois Grant Funds Recovery Act on any and all equipment purchased by the Grantee with grant funds if said equipment is not properly maintained or has fallen into neglect or misuse according to the standards and policies of the Grantor. Additionally, the Grantee may not substitute, exchange or sell any equipment purchased with grant funds unless the Grantee has the express written consent of the Grantor. All equipment procured by the Grantee through this Agreement shall be made available for review by the Grantor upon request. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

POSSESSION OF EQUIPMENT: Title to equipment acquired by a non-federal entity with federal awards vests with the Grantee. Equipment means tangible nonexpendable property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with a non-federal entity's policy, lower limits may be established. The Grantee shall use, manage, and dispose of equipment acquired under a federal grant in accordance with federal and State laws, procedures and policies. All equipment purchased with funding received through this Agreement shall be used, for the entire useful life of the equipment, in accordance with the purpose stated in PART III – Scope of Work. Any variation to the intended use of the equipment outlined in PART III – Scope of Work by the Grantee must be approved in writing by the Grantor.

LIABILITY: The Grantor assumes no liability for actions of the Grantee under this Agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this Agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this Agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the Agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

ENVIRONMENTAL AND HISTORIC PRESERVATION (EHP) COMPLIANCE: The Grantee shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of DHS FEMA GPD, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. The Grantee

must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify DHS FEMA GPD and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in the non-compliance finding and will not be eligible for DHS FEMA GPD funding.

AMERICANS WITH DISABILITIES ACT (ADA): The Grantee understands the importance of integrating disability access and functional needs efforts into local homeland security and emergency preparedness programs. This integration should occur at all levels from planning, to purchasing equipment and supplies, to conducting exercises and drills and should involve disability inclusion experts as partners across all aspects of emergency planning.

FEIN: Under penalties of perjury, the Grantee certifies that **36-6006541** is its correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification. The Grantee files with the IRS as a (please check one):

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Medical and Health Care

☐ Real Estate Agent
☒ Governmental Entity
☐ Tax Exempt Organization (IRC 501(a) only)
☐ Trust or Estate
☐ Services Provider Corporation

CERTIFICATION: The Grantee certifies under oath that all information in the Agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification.

PART VI – Special Conditions for HSGP Grant--UASI

1. Notwithstanding references to fusion center activities in Attachments A and C, the Grantee is prohibited from obligating, expending, or drawing down funds in support of or related to the State and/or Major Urban Area Fusion Center until (1) the Grantee submits the Fusion Center Investment Supplemental Form and (2) written approval is received from the Grantor.
2. By or before December 1, 2013, the Urban Area Working Group (UAWG) will submit to the Grantor a completed Urban Area Threat and Hazard Identification Risk Assessment (THIRA), in accordance with the guidelines issued by the Federal Emergency Management Agency and/or Grantor; and
3. By or before December 31, 2013, the Grantee will submit to the Grantor for approval a protocol in accordance with the charter of the UAWG, for reprogramming and/or re-budgeting of Federal Fiscal Year 2013, Urban Area Security Initiative grant funds that deviate from the approved Attachment A. All sub-recipients of FFY 2013 UASI grant funds must concur with this protocol; and
4. By or before December 31, 2013, the Grantee will submit to the Grantor a revised Attachment A for each investment that identifies, by the project level agreed upon by the Grantor, budget detail that outlines all proposed costs specified to the level of the Solution Area (i.e., Planning, Organization, Equipment, Training, and Exercise) Subcategories, as described in the Grant Reporting Tool; and
5. By or before December 31, 2013, the Grantee will submit to the Grantor a revised Attachment C for each investment that provides a detailed description of the Outcomes and specifies the particular milestones necessary to achieve each listed Outcome.

After December 31, 2013, the Grantor will not draw funds in support of this Agreement until all Special Conditions have been met and released by Grant Adjustment Notice (GAN).

PART VII- Other Requirements

PERSONALLY IDENTIFIABLE INFORMATION (PII): If the Grantee collects PII, the Grantee is required to have a publicly available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.

CONFLICT OF INTEREST: No official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this Agreement, shall have any financial or other personal interest in any such contract for the acquisition/development. No federal employees shall receive any funds under this award. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program. The Grantee certifies that it will establish safeguards to prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

HATCH ACT: The Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

ACTIVITIES CONDUCTED ABROAD: The Grantee shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

USE OF FUNDS: The Grantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Grantor.

USE OF SEAL, LOGO AND FLAGS: The Grantee must obtain DHS's approval prior to using a DHS or United States Coast Guard seal, logo, crest or reproduction of flags or likenesses of DHS agency or Coast Guard officials.

DELINQUENCY: The Grantee shall not be delinquent in the repayment of any federal debt, including but not limited to delinquent payroll or other taxes, audit disallowances, and benefit overpayments.

PUBLIC WORKS PROJECTS: Any public works project supported with funds received through this Agreement must employ at least 90 percent Illinois' laborers on such project during periods of excessive unemployment in Illinois. "Public works" is defined as any fixed work construction or improvement for the State of Illinois, or any political subdivision of the State funded or financed in whole or in part with State funds or funds administered by the State of Illinois. "Period of excessive unemployment" is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent.

NON-DISCRIMINATION: In carrying out the program, the Grantee will comply with all applicable federal laws relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance", 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- The Americans with Disabilities Act of 1990, as amended and 42 U.S.C. 12101 *et seq.*;
- Any other nondiscrimination provisions in the specific statutes under which federal assistance for the project may be provided; and
- Any other nondiscrimination statute(s) that may apply to the project.

The Grantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

DEBARMENT: The Grantee shall comply with debarment provisions as contained in Executive Orders 12549 and 12689, as well as 49 CFR Part 29, including Appendices A and B as amended. The Grantee certifies that to the best of its knowledge and belief, Grantee and Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in the Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

2013 Grant Agreement

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The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction" provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction, unless Grantee knows the certification is erroneous. Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If a Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Contract for cause or default.

LOBBYING: In accordance with 31 U.S.C. 1352, the Grantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been or will be paid by or on behalf of the Grantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance or the extension, continuation, renewal, or amendment, of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
- B. If any funds other than federally appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Grantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying,"
- C. The language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements).

BOYCOTT: The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

NIMS COMPLIANCE: The Grantee certifies that it has fully implemented all current National Incident Management System compliance activities in accordance with Homeland Security Presidential Directive 5 (HSPD-5), *Management of Domestic Incidents* and related compliance documentation provided by the Secretary of Homeland Security and State of Illinois.

ANTI-BRIBERY: The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

BIDDING: The Grantee hereby certifies that it has not been barred from bidding on or receiving state or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

OTHER APPLICABLE LAWS: The Grantee certifies that it will comply with all applicable federal laws, regulations, and orders, including the following:

- Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. 7104 and 2 CFR Part 175;
- Fly America Act of 1974;
- Executive Order 13166 regarding persons with Limited English Proficiency;
- Animal Welfare Act of 1966, 7 U.S.C. 2131;
- Clean Air Act of 1970 and Clean Water Act of 1977, 42 U.S.C. 7401 and related Executive Order 11738;
- Protection of Human Subjects for research purposes, 45 CFR Part 46;
- National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4331;
- National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4102, and regulations codified at 44 CFR Part 63;
- Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001;
- Coastal Wetlands Planning, Protection, and Restoration Act of 1990 and related Executive Order 11990;
- USA Patriot Act of 2001, 18 U.S.C. 175; and
- Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. 2225, which requires the Grantee to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control.

WAGES: The Grantee certifies that to the extent applicable, grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.

DRUG FREE CERTIFICATION: This certification is required by the federal Drug-Free Workplace Act of 1988 (41 USC 702) and the Illinois Drug Free Workplace Act (30 ILCS 580). No grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the United States or the State of Illinois unless that grantee or contractor has certified to the United States or the State of Illinois that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The Grantee certifies and agrees that it will provide a drug free workplace by:

- A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B. Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
 - (2) the Grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- C. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- D. Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency

Grantee: Cook County, Department of Homeland Security and Emergency Management

By: [Signature]
Jonathon E. Monken, Director

By: [Signature]
Michael Masters, Executive Director

DATE: 11/20/13

DATE: 18 November 2013

By: [Signature]
Kevin High, Chief Fiscal Officer

DATE: 11/19/13

By: [Signature]
Jennifer Johnson, Chief Legal Counsel

DATE: 11/19/13

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EXHIBIT 2

Consulting Services Statement of Work and Task Order

Exhibit 2 ("Consulting Services Statement of Work and Task Order Terms")
Governed by
Professional Services Agreement
Between
SunGard Availability Services LP and COOK COUNTY BUREAU OF TECHNOLOGY

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PART 1 - SUMMARY AND SERVICES

SunGard Reference Name: Information Security, Compliance, and Incident Response Services

SUMMARY OF SERVICES AND FEES

This Exhibit 2 sets forth the more detailed terms and conditions for Information Security, Compliance, and Incident Response Services, which the County has procured under this Agreement.

Service #1 The fees for the Services described in the Information Security, Compliance, and Incident Response Services SOW are due and payable as set forth below:

| # of Periods to be billed | Frequency | Invoice Amount | Billing Commencement | Details |
|--|-----------|--|----------------------|---|
| 48 | Monthly | \$18,725 | May 1, 2014 | Fixed Professional Fees devoted towards all Activities, Tasks and Deliverables set forth under this Exhibit. |
| SubTotal of all 48 Monthly Billing Periods | | \$898,800.00 | | |
| 48 | Monthly | Actual reimbursable expenses not to exceed \$2,245.00 per monthly period | Upon expense | Actual, reimbursable travel expenses that SunGard may bill to the County in a given month without specific, prior, written authorization. For reimbursable expenses beyond this amount, SunGard must obtain the prior written authorization of Cook County. All such actual expenses, regardless of whether prior written authorization is required or obtain, must adhere to Cook County's Travel Policy in order to qualify for reimbursement to SunGard. |
| SubTotal of: (1) maximum, permissible, actual reimbursable expenses without specific, prior written authorization and (2) total actual, maximum permissible reimbursable expenses. | | Actual reimbursable expenses not to exceed \$107,760.00 total | | The total maximum permissible and actual reimbursable expenses under this Agreement is \$107,760.00. Regardless of whether Consultant bills such amounts in equal increments of \$2,245.00 per month or in amounts exceeding that per month cap with prior authorization, the total amount of reimbursable expenses shall not exceed \$107,760.00. |
| Total maximum permissible expenditures under this Exhibit 2 | | \$1,006,560.00 | | |

The Services and Deliverables under this Exhibit 2 ("Information Security, Compliance, and Incident Response Services") are fixed fee in nature. For the fixed cost of \$18,725.00 per month, SunGard shall tender to County all Services and Deliverables described in this Exhibit. The parties have jointly estimated and agree upon the number of hours and level of effort required by SunGard to tender such Services and Deliverables; furthermore, the parties have jointly separated these estimated hours and levels of effort by category into the various Activities/Tasks set forth in the Project Scope section as well as into the various Deliverables set forth in the Project Deliverables section.

In lieu of SunGard devoting actual hours against the Activities, Tasks and Deliverables as estimated by the parties below, the County may instead direct SunGard to devote actual hours differently as estimated, but still against those same Activities, Tasks and Deliverables set forth below in this Exhibit 2 (By way of example only, rather than SunGard devoting 120 hours toward documentation development and 120 hours toward hardening recommendations, the County may direct SunGard to devote 100 hours toward documentation development and 140 hours toward hardening recommendations). Should SunGard devote fewer actual hours in a year than the total 1,072 (one thousand seventy two)

estimated annual hours set forth below, then the County shall have the option to direct SunGard to devote the remainder of those actual hours to an Activity, Task, Deliverable set forth below in a subsequent contract year (May 1st to April 30th). If, at the termination of this Agreement, as the result of the County failing to direct SunGard to perform Activities, Tasks, and Deliverables under this Exhibit 2, SunGard devotes fewer hours than the total estimated hours, then the County shall not be entitled to any further Services, Deliverables, or refund..

Reimbursable expenses (travel, lodging, food and incidental actual costs) will be billed on a monthly basis as the expenses are incurred subject to Customer's travel policy and will not exceed \$2,245.00 per monthly period. For reimbursable expenses beyond this amount, SunGard must obtain the prior written authorization of Cook County. All such actual expenses, regardless of whether prior written authorization is required or obtain, must adhere to Cook County's Travel Policy in order to qualify for reimbursement to SunGard.

PART 2 – SERVICE CONDITIONS

| Consulting Services - Description |
|--|
| The parties intend that all Services will be completed as stated in the SOW. |
| Customer shall, within 30 days after receiving any deliverables or materials, report to SunGard any deficiencies, as determined by generally accepted professional standards. SunGard shall correct such deficiencies in its deliverables within a mutually agreeable time period. |
| Personnel |
| All SunGard personnel, when working at Customer's premises, will conduct themselves in a professional manner and will use commercially reasonable efforts to minimize disruptions to Customer's business. |
| Each party will retain full responsibility for its own personnel, including payment of compensation and payroll taxes, provision of benefits, and maintenance of workers' compensation and other required insurance. |
| SunGard and Customer agree that for 1 year following completion of the Services set forth in this Order neither party will interview for employment purposes or employ current employees of the other that were directly involved in the Services. Nothing contained herein, however, will limit either party's right to hire any employee of the other party who responds to a general solicitation for employment not targeted at such employee or other general advertisements or employment initiated exclusively by the employee. |
| Customer Responsibilities |
| Customer will: <ul style="list-style-type: none"> • Provide accurate and current Customer information, data and other materials, cooperation and access to Customer personnel, offices and facilities requested by SunGard and reasonably required by SunGard to perform the Services; • Prepare and maintain backup or duplicate copies of all information, data and materials, provided by Customer to SunGard; and |
| Fees and Expenses |
| Unless stated otherwise in the SOW, Customer shall reimburse SunGard for all travel, lodging, food and incidental actual costs incurred by SunGard in providing the Consulting Services to Customer for which Customer provides advance, written approval and which also conforms to the Cook County Travel Policy attached to this Agreement as an Exhibit. Where meeting this criteria, SunGard will issue monthly invoices to Customer as the expenses are incurred and as set forth herein. Travel costs will be included in the monthly invoice and backup materials will be provided in accordance with Cook County Travel Policy. |
| Ownership |
| Ownership of all intellectual property under this SOW shall be governed by the terms set forth in Article 3 of this Agreement. |

Cook County Objectives

Cook County has identified the need to enhance their information security program by:

- Implementing formal program management
- Performing regular NIST 800-53 risk assessments
- Reviewing and enhancing information security framework and policy documentation
- Identifying security infrastructure improvements
- Performing periodic penetration testing and Web application testing
- Developing compliance and incident response process and performing on-demand forensic response capabilities

Project Scope

In delivering this engagement, SunGard takes into consideration Cook County's specific business environment and organizational requirements and needs. The following table lists the parameters of this engagement.

| Activity | Task Description |
|-----------------------------|--|
| Program/Project Management | <ul style="list-style-type: none"> • Designate a Program Manager <ul style="list-style-type: none"> ◦ Single POC for Cook County CIO, CTO, and CISO ◦ Matthew Goche will be the Engagement Director • Provide a Project Manager <ul style="list-style-type: none"> ◦ Dedicated for each recurring project • Provide an On-Call Manager <ul style="list-style-type: none"> ◦ Manage on-demand responses and services • Provide Weekly Status Reporting <ul style="list-style-type: none"> ◦ Written and conference call format • Forensic analysis <ul style="list-style-type: none"> ◦ 7/24/365 Access for Troubleshooting ◦ Specifics of service are detailed below in Security Incident Response section • SunGard will lead and manage all components of this engagement. No Subcontractor will directly oversee any aspects of the engagement, nor will SunGard wholly outsource any activity contained herein, but will be leveraged as needed to meet the objectives of the tasks, subject to prior written authorization of the County's CISO. Maximum 192 hours annually (provided that County may reallocate as described in Part 1 of this Exhibit). |
| NIST 800-53 Risk Assessment | <p>Perform one (1) NIST 800-53 (latest revision) risk assessment once per year for 4 years with annual updates to the Plan of Actions and Milestones document.</p> <p>Cook County reserves the right to combine multiple regulatory risk assessments with the annual NIST 800-53 Risk Assessment. If the County chooses to</p> |

| Activity | Task Description |
|----------------|--|
| | <p>combine a regulatory risk assessment within a NIST 800-53 Risk Assessment, then the consulting hours spent toward that combined assessment shall count as being performed against only one of the risk assessments, not against both. For example, 50 hours spent against a combined HIPAA/800-53 Risk Assessment shall be counted as either 50 hours towards the HIPAA regulatory assessment activity OR the NIST assessment activity; or the County may elect the hours to be split against both activities (e.g., 25 hours regulatory and 25 hours NIST). The specific of the assessment will be finalized prior to assessment commencement.</p> <p>Representative sample of data systems and repositories agreed upon by the Parties are reviewed in accordance with NIST 800-53 policies and procedures. A business location is the physical location where interviews take place. One (1) business location included in the service are the following:</p> <ul style="list-style-type: none"> • Cook County, Illinois (three egress points) <p>Representative sample of interview sessions agreed upon by the Parties are conducted to validate current information security management model.</p> <p>Maximum 160 hours annually (provided that County may reallocate as described in Part 1 of this Exhibit).</p> <p>If additional regulatory risk assessments are requested, Cook County reserves the right to request additional hours from the on-demand compliance reviews service and when exhausted on a time and material basis.</p> |
| Policy Updates | <p>A policy is a documented set of personnel actions to guide the decision-making process that helps ensure achievement of the desired information security result for the organization. SunGard will develop, review and make recommendations to enhance Cook County's policy documents that pertain to the NIST 800-53 and ISO 27002 framework. Up to 25 policies will be developed or reviewed annually for updates, corrections, and enhancements.</p> <p>Maximum 160 hours annually (provided that County may reallocate as described in Part 1 of this Exhibit).</p> <p>If additional policy updates are requested, Cook County reserves the right to request additional hours from the on-demand compliance reviews service and when exhausted on a time and material basis.</p> |

| Activity | Task Description |
|---|--|
| Infrastructure Hardening | <p>Infrastructure improvement recommendations to be performed annually will be limited to:</p> <p>Up to 4/10 operating systems/total systems reviewed (maximum) Up to 2/2/4 firewalls/routers/switches reviewed (maximum) Up to 256/10 external/internal IP addresses reviewed (maximum) Up to 6 applications reviewed (maximum) Review of overall network and application architectures, including any integrated data exchanges (SOA or otherwise) between the County agencies.</p> <p>Maximum 120 hours annually (provided that County may reallocate as described in Part 1 of this Exhibit).</p> <p>If additional infrastructure hardening is requested, Cook County reserves the right to request additional hours from the on-demand compliance reviews service and when exhausted on a time and material basis.</p> <p>NOTE: Cook County retains full responsibility for implementing security infrastructure improvements recommended by SunGard Availability Services, LP.</p> |
| Security Infrastructure Management and Monitoring | <p>SunGard will assist with reviews of toolset options based on additional hours from the on-demand compliance reviews service and when exhausted on a time and material basis.</p> |
| Penetration Testing and Analysis | <p>Penetration testing:</p> <ul style="list-style-type: none"> • SunGard will perform one (1) onsite penetration test annually including social engineering, physical, wireless, and LAN-based testing at all of Customer's three egress points within its single business location of Chicago, Illinois • Testing will be performed at the location itemized below: <ul style="list-style-type: none"> ◦ Chicago, IL (three egress points) <p>Web Application Testing:</p> <ul style="list-style-type: none"> • Using the OWASP methodology, Web Application Testing will include the business logic evaluation in a trophy-based assessment of up to two (2) web application(s) annually and attempt to understand how vulnerabilities may affect users of the system. Up to two (2) sets of |

| Activity | Task Description |
|------------------------|---|
| | <p>credentials may be used to test the application.</p> <p>Repair period:</p> <ul style="list-style-type: none"> • Within a 90-day period from delivery all testing provided under this SOW (e.g., Penetration Testing, Web Application Testing, etc.) as well as for the final Information Security Penetration Analysis Report, an optional re-test will be conducted on previously documented and accessible vulnerabilities after remediation. <p>Maximum 120 hours annually (provided that County may reallocate as described in Part 1 of this Exhibit).</p> <p>If additional penetration testing is requested, Cook County reserves the right to request additional hours from the on-demand compliance reviews service and when exhausted on a time and material basis.</p> |
| PCI QSA Oversight | <p>SunGard performs PCI QSA assistance with oversight on changes, updates, and rollouts to the PCI environment. In this advisory capacity, SunGard helps clients maintain their ongoing compliance. This effort is accounted for in the Infrastructure Hardening section. PCI QSA certified staff will be provided for this service.</p> |
| Compliance assessments | <p>SunGard will perform either a PCI Readiness Assessment or a HIPAA Assessment (including a PII data audit) once a year for Cook County</p> <ul style="list-style-type: none"> • If additional compliance testing is required, SunGard includes on-demand hours to cover additional testing requirements <p>Representative sample of network component and architecture as well as operating systems and components as agreed upon by the Parties are reviewed in accordance with either PCI DSS Security Audit Procedures or HIPAA Security Requirements. Areas examined include, but are not limited to:</p> <ul style="list-style-type: none"> • Router configuration • Switch/virtual local area network (VLAN) configuration • Intrusion detection systems/intrusion prevention systems (IDS/IPS) • Network topology • Virtual private network (VPN)/remote access • Operating System • Database Server |

| Activity | Task Description |
|----------|---|
| | <ul style="list-style-type: none"> • Storage/Backup System • Web/Application Server • Logging Server • Authentication Server • Anti-Virus Server <p>Representative sample of data systems and repositories as agreed upon by the Parties are reviewed in accordance with either PCI DSS Security Audit Procedures or HIPAA Security Requirements.</p> <p>Business Location included in the service at the following business locations:</p> <ul style="list-style-type: none"> • Cook County, Illinois (three egress points) <p>Interview sessions are conducted to validate current information security management model as it pertains to either cardholder data or ePHI data. Sessions may include, but are not limited to, a representative sampling from the following areas as agreed upon by the Parties:</p> <ul style="list-style-type: none"> • Executive Management • Information Security Management • Physical Security • Internal Audit • Network Services • Systems Administration • Human Resources • Compliance • Change Management • Help Desk Support • Systems Development <p>Review of sample of documents as agreed upon by the Parties that pertains to either PCI DSS Security Audit Procedures or HIPAA Security Requirements:</p> <ul style="list-style-type: none"> • Information security policy • Standard daily operational security procedures • Business exception documentation |

| Activity | Task Description |
|--|---|
| | <ul style="list-style-type: none"> • Software development lifecycle <p>Maximum 100 hours annually (provided that County may reallocate as described in Part 1 of this Exhibit).</p> <p>If additional compliance testing or regulatory analysis is requested, Cook County reserves the right to request additional hours from the on-demand compliance reviews service and when exhausted on a time and material basis.</p> <p>Specifically, Cook County reserves the right to request additional oversight and assessments for CJIS and PIPA from the on-demand compliance reviews service and when exhausted on a time and material basis.</p> |
| Security Knowledge Transfer and Awareness Training | <p>SunGard will develop, and under County CISO's direction, training presentations for three groups identified below (new employees, organizational leaders, and standard employees) in accordance with industry standards, best practices, and the County's unique requirements (e.g., ethics supplement training, etc.), which the County's CISO shall have the discretion to approve or reject as to whether those industry standards and best practices are met:</p> <ul style="list-style-type: none"> • Training for new employees on existing information security plans and procedures • Annual information security training for key organizational leaders • Annual ongoing employee awareness and certification <p>SunGard will develop these materials in either the first or second year, the timing of which is in the County's discretion, of the contract and will refresh them on a mutually agreed time.</p> <p>County may also request that SunGard deliver such training through presentations, classroom delivery, one-on-one instruction, etc. SunGard can perform training leveraging the developed materials as required by Cook County. This will be provided from the on-demand compliance review service and when exhausted on a time and materials basis.</p> <p>Maximum 80 hours annually (excluding training delivery) (also provided that County may reallocate as described in Part 1 of this Exhibit).</p> <p>If additional training is requested, Cook County reserves the right to request additional hours on a time and material basis.</p> |
| Security Incident | Security Incident Response and Forensics: |

| Activity | Task Description |
|----------|---|
| Response | <ul style="list-style-type: none"> • SunGard will provide incident response and/or forensics response personnel as detailed when alerted by Cook County personnel • SunGard will provide 3-hour SLA for phone support • SunGard will provide 24-hour SLA for onsite or remote incident response support • Remedy. For each failure to meet either the 3-hour or 24-hour SLA described above, SunGard shall credit Customer one (1) day's percentage of the Monthly Fee during the month in which SunGard fails to meet such SLA. SunGard will not be responsible for the failure to meet the foregoing SLA if the failure is caused by (i) a breach of the Agreement by Cook County, its employees, subcontractors or agents ("Other County Representatives"), or (ii) the negligence or intentional acts or omissions of Cook County or Other County Representatives. • SunGard staff will respond when an incident is declared by Cook County personnel as identified through a range of tools including the SunGard Intrusion Detection System (IDS/IPS) • SunGard will lead and manage all components of the Security Incident Handling and Forensics tasks. No subcontractor will directly oversee any aspects of the engagement. In addition, SunGard plans to primarily perform Incident Handling and Forensics with SunGard staff. In rare occurrences, partner staff may be leverage to augment a broader SunGard team or as immediate response to help meet SLA. SunGard will seek prior approval from CISO to leverage subcontractor for Incident Handling. Primary Incident Handlers will have GCIH certification and primary Forensic Analysts will have GCFA certification. • Assistance for County on in-bound and out-bound communications, including breach notification, public relations and crisis communications. |
| | <p>Maximum 100 hours annually (provided that County may reallocate as described in Part 1 of this Exhibit).</p> |

Project Deliverables

The results of the engagement provide Cook County with an independent examination and objective controls evaluation of security management, policies, procedures, network architecture, software design, and other critical protective measures.

To the extent that multiple County agencies are within the scope of a particular deliverable or task order, SunGard shall draft the deliverables so that they are both generally described at the enterprise level and individually identified at the agency level; provided that the County must provide breakdown of ownership for assets to be addressed in such deliverables.

For all deliverables required under this Exhibit 1, SunGard shall tender documents in both Adobe PDF format and an editable format, such as Microsoft Excel or Word. SunGard shall also afford the County an opportunity to review, provide feedback and request modifications to such documents before tendered to the County for final acceptance.

The deliverables are as follows:

| Deliverable | Description and Purpose |
|----------------------------|---|
| Program/Project Management | On a weekly basis, SunGard will deliver a Weekly Status Report in both a written format and 1-hour conference call format |
| NIST Risk Assessment | <p>On an annual basis, SunGard will deliver the following risk assessment report:</p> <ul style="list-style-type: none"> Summary of the current state of the overall IT Security Program Comprehensive account of any identified security threats, vulnerabilities, or potential vulnerabilities, including a summary of test results Assessment of each core Information Security Performance Model process: Policies, Procedures, and Regulatory Compliance; Access Control and Organizational Skills; Security Architecture and Project Management; Awareness, Education, and Training; and Exposure Analysis and Reporting Metrics Recommendations and a prioritized approach for the improvement of the IT Security Program, including remediation solutions for IT security vulnerabilities The deliverable will include a project priority plan and timeline that includes the project risk level, effort level, costs and timeframe, and suggested resource requirements. In the deliverables of all compliance assessments, SunGard renders reports that make both short-term and long-term recommendations to help Cook County maintain compliance. |

| Deliverable | Description and Purpose |
|---|--|
| Policy Updates | On an annual basis, SunGard will create, review and update up to 25 policies. Deliverables consist of new or updated policy documents. |
| Infrastructure Hardening Recommendations | On an annual basis, SunGard will perform system reviews and make hardening recommendations. Deliverables consist of documented recommendations as outlined under project scope. On an on-demand basis, SunGard will perform reviews of security-related toolsets and solutions |

| Deliverable | Description and Purpose |
|--|---|
| Penetration Testing & Analysis Report | <p>On an annual basis, SunGard will deliver a penetration testing report that includes the results from the following tests at the three Chicago-based egress points: Social Engineering, Physical, Wireless and LAN-Based testing. The Penetration Analysis Report highlights and documents key engagement findings, conclusions, and recommendations regarding the vulnerabilities found during testing. It also aids management in understanding the exposures associated with your infrastructure.</p> <p>Within a 90-day period from delivery all testing provided under this SOW (e.g., Penetration Testing, Web Application Testing, etc.) as well as for of the final Information Security Penetration Analysis Report, an optional re-test will be conducted on previously documented and accessible vulnerabilities after remediation.</p> <p>On an annual basis, SunGard will deliver a total of two web application assessment reports, one for each web application, based upon OWASP methodology.</p> <ul style="list-style-type: none"> • Executive summary documenting the overall security posture of the an application • Root cause analysis of vulnerability classes, such as patch management or input/output validation • Recommended short- and long-term strategies for addressing documented risks, vulnerabilities, and threats • Record of strong practices observed during the assessment and how identified challenges can be addressed by leveraging security assets • A detailed matrix of identified vulnerabilities, prioritized by risk level (e.g., high, medium, and low), and an included recommended resolution, as well as documentation stating how these risks can be leveraged to perform unauthorized activities or gain inappropriate access to application data. <p>At the completion of the wireless test, application test, and penetration test, the written report will include: A short and graphical executive summary aimed at senior management, a narrative body which details major events which occurred during the project, and a detailed findings section aimed at technical staff.</p> |

| Deliverable | Description and Purpose |
|--|---|
| PCI Report on Compliance (ROC) or Self-Assessment Questionnaire (SAQ) | <p>Each year SunGard will deliver either a PCI assessment or a HIPAA assessment. For the PCI assessment, SunGard will deliver a PCI ROC or SAQ. The PCI report includes all requirements of a PCI ROC or SAQ as defined by the PCI Security Standards Council:</p> <ul style="list-style-type: none"> • Identification of report date and contact information for merchant/service provider, Qualified Security Assessor (QSA) certified vendor, and QSA employee • Executive summary, including relationships between providers and other entities that share cardholder data • Description of scope of work and approach taken, including how cardholder data is stored, processed, and transmitted • Quarterly scan results, including all internally and externally accessible IP addresses within PCI scope • Detailed findings, recommendations, and compensating controls considered during the assessment <p>In the deliverables of all compliance assessments, SunGard renders reports that make both short-term and long term recommendations to help Cook County maintain compliance.</p> |
| HIPAA and PII Assessment Report | <p>For the HIPAA assessment, SunGard will deliver a HIPAA and PII assessment report. The report includes:</p> <ul style="list-style-type: none"> • Executive summary documenting the current state to demonstrate HIPAA Security Rule compliance. • Recommended short- and long-term strategies for addressing documented HIPAA Security Rule compliance gaps and risks • Identified control gaps that includes resources required to remediate and recommended resolutions • Sampling review results during scan for PII <p>In the deliverables of all compliance assessments, SunGard renders reports that make both short-term and long term recommendations to help Cook County maintain compliance.</p> |

| Deliverable | Description and Purpose |
|--|---|
| Computer Forensic Analysis Report and Evidence Handling | <p>The Computer Forensic Analysis Report aids Cook County's management in understanding the identified incident and provides a roadmap to help minimize or eliminate future business risks/exposures. Areas addressed in the report include:</p> <ul style="list-style-type: none"> • Identification and root-cause analysis of the incident, including a summary of response steps • The forensic analysis also provides for a supervised chain of custody of all evidence. • SunGard will provide on-demand support for each year of the contract as detailed in the pricing worksheet. • SunGard will provide written recommendations on what needs to be done in order to help prevent future breaches. |
| Employee Training and Awareness Materials | <p>Employee Training and Awareness Materials will be developed in either the first or second year, the timing of which is in the County's discretion, of the contract in accordance with industry standards, best practices, and the County's unique requirements (e.g., ethics supplement training, etc.), which the County's CISO shall have the discretion to approve or reject as to whether those industry standards and best practices are met. Such Materials will be refreshed on a mutually agreed time.</p> <ul style="list-style-type: none"> • New employee training presentation delivery in PowerPoint format. • Training guides and training plan for key organizational leaders • Training materials including wallet cards & quick reference guides |
| Additional Compliance Assessments | <p>On an on-demand basis, SunGard will develop compliance assessment reports in the same structure and format as the NIST, PCI, or HIPAA deliverable for other compliance requirements as they apply.</p> <p>In the deliverables of all compliance assessments, SunGard renders reports that make both short-term and long term recommendations to help Cook County maintain compliance.</p> |

Project Schedule

The expected sequence and frequency for engagement activities is as follows:

| Activity | Frequency | Maximum Hours (provided that County may reallocate as described in Part 1 of this Exhibit) |
|---|---|--|
| Perform program/project management | Years 1,2,3 & 4 | 192 |
| Perform NIST risk assessment | Years 1,2,3 & 4 If additional reviews are requested or combined, they will be performed as part of on-demand compliance reviews service as requested | 160 |
| Provide documentation development and updates | Year 1,2,3 & 4 | 120 |
| Provide hardening recommendations | Years 1,2,3 & 4 | 120 |
| Penetration testing and analysis | Years 1,2,3 & 4 | 120 |
| Perform PCI or HIPAA compliance reviews | One compliance assessment (either PCI or HIPAA) performed in Years 1,2,3 & 4 Additional PCI and HIPAA reviews performed as part of on-demand compliance reviews service as requested | 80 |
| Provide compliance recommendations | Performed as part of on-demand compliance reviews service as requested | 100 |
| Provide incident response and forensics services | Performed as part of on-demand incident response services as requested | 100 |
| Provide security knowledge and awareness training | Performed Year 1 or 2 and updated once as mutually agreed upon. | 80 |
| | | 1,072 |

Project Assumptions

To help ensure the success of this service, it is imperative that there be a joint understanding of assumptions. The following key assumptions have been factored into the fees for this project:

| Assumptions |
|--|
| Cook County has identified the County's Chief Information Officer ("CISO") and the senior Executive Sponsor to support the engagement. This Executive Sponsor will serve as the point of coordination to engage Cook County's executive core team members at key points during the project. |
| Matthew Goche will be the Engagement Director from SunGard. |
| Cook County has identified a Project Coordinator to provide operational assistance to SunGard's consulting team, to identify project participants, and to arrange meetings and associated logistics, etc. |
| Cook County will provide SunGard with timely responses to all requests for information, review, and resources, as well as workspace for the project team with the ability to access SunGard systems over the Internet. |
| Should an alternate representative (designee) be assigned to participate in any workshop, presentation, or session, all answers and decisions of the alternate will be deemed accurate and may be used in the analysis and assessment without further qualification or review. |
| Cook County will confirm IP address ranges, provide telephone number ranges, and supply target lists. |
| Cook County has secured all necessary rights and permissions in the systems and facilities to permit the service on Cook County's address space. |
| Cook County will provide access to the necessary personnel for data gathering activities such as interviews to obtain insight into the cardholder data environment, processes, and procedures. |
| Involvement of third parties shall require a third-party agreement to be signed, unless a Service Level Agreement exists and indicates Cook County's right to audit. This does not include resources owned by the third party on which multiple clients' data or services reside. |
| All testing performed will occur within weekday business hours (i.e., 7 AM - 7 PM local time). Exceptions will be made for automated data gathering (e.g., vulnerability scanning). Exceptions must be explicitly approved by the County's CISO. |
| The actual Project Plan will be based on a delivery schedule, including workshop dates, review activities, and presentation dates that will be mutually agreed and confirmed at the start of the project. Once confirmed, subsequent changes in Cook County's staff availability or failure to provide a timely response to requests for information, review, and/or resources may have an effect on the project's schedule, scope, and service fee. |
| SunGard requires two weeks advance notice on the cancellation of any onsite visits. If Cook County initiates a delay, additional fees may apply, but only to the extent that any such fees are explicitly identified in advance and the parties agree to such explicit fees in a written and approved Task Order. |
| Each deliverable must be reviewed and approved by Cook County before it is finalized. |

Service Fees and Expenses

SunGard is pleased to provide consulting services to Cook County as described in the prior sections for a professional fee detailed below for the four-year term of the engagement.

In the event that there is a need to expand or change the scope or scheduling of this Statement of Work, the Parties may modify this Statement of Work in accordance with Article 10.

Travel and expenses for the SunGard project team will be billed at the actual incurred rate subject to Cook County's travel policy and will not exceed \$2,245.00 in a given month without written agreement of both parties and shall also in no event exceed \$107,760.00 in total.

The term of the engagement is May 1, 2014 through April 30, 2018.

| Professional Fee | Standard Services |
|---|---|
| \$172,800 | Program/Project Management (maximum 192 hours per year) |
| \$124,800 | NIST Risk Assessment (maximum 160 hours per year) |
| \$118,400 | Policy Development & Updates (maximum 160 hours per year) |
| \$ 93,600 | Infrastructure Hardening Recommendations (maximum 120 hours per year) |
| \$ 93,600 | Penetration Testing and Analysis (maximum 120 hours per year) |
| \$ 62,400 | Compliance Reviews (maximum 80 hours per year) |
| \$ 59,200 | Security Training (maximum 80 hours per year) |
| \$ 96,000 | Pre-Pay of On-Demand Incident Response Services (100hours per year, maximum, see terms of service for hours treatment) Additional On-Demand Incident Response Services available above the 100 hours in time and materials model at rate of \$240 per hour. |
| \$ 78,000 | Pre-Pay of On-Demand Ad Hoc Compliance and Best Practices Review Services (100 hours per year, maximum, see terms of service for hours treatment) Additional On-Demand Ad Hoc Compliance Review and Best Practices Services available above the 100 hours in time and materials model at rate of \$195 per hour. |
| \$898,800 | SUBTOTAL Standard Service Contract Value for Four (4) Year Term |
| \$107,760 | Maximum Expenses for Four (4) Year Term without additional approvals from Cook County |
| \$1,006,560.00 | Total maximum permissible expenditures under this Exhibit 1 |
| Payable as follows: | |
| \$ 18,725 | Fixed Monthly Fee for Standard Service Hours Over Contract Term |
| \$2,245.00 maximum per month without prior authorization | Actual reimbursable expenses not to exceed \$2,245.00 per monthly period without prior, written authorization. |

Appendix A

Terms of Service

1. Any software made available to the Cook County via use of the Service ("Software") is licensed, not sold, and that all rights, title and interest in and to such software shall remain vested in the SunGard or its supplier and that it may only be used in object code form.
2. Cook County shall not (and not allow others to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Software or Service, (ii) modify, translate, or otherwise create derivative works of the Software or Service, (iii) incorporate or embed the Software, in whole or in part, into another product or other computer software code, or integrate the Software with any other product; (iv) reproduce or otherwise manufacture the Software or Service, (v) provide, lease, lend, or use the Software or Service for timesharing, ASP or service bureau purposes; or (vi) allow the removal, alteration, covering or obscuring of any copyright notice or any other notice or mark that appears on the Software, Service, documentation or on any copies, or any media.
3. Cook County shall comply fully with all applicable laws and regulations with respect to its use of the Service (including relevant US export restrictions and regulations).
4. Cook County agrees to adhere to all federal, state and local laws and regulations governing the use of network scanners, vulnerability assessment software products, hacking tools, encryption devices, and related software in all jurisdictions in which systems are scanned or scanning is controlled.

EXHIBIT 3

Managed Services Statement of Work and Task Order

Exhibit 3 ("Managed Services Statement of Work and Task Order Terms")
Governed by
Professional Services Agreement
Between
SunGard Availability Services LP and COOK COUNTY BUREAU OF TECHNOLOGY

Page 1 of 7

This Exhibit 3 sets forth the more detailed terms and conditions for the Alert Logic Managed Services, which the County has procured under this Agreement.

PART 1 - SUMMARY OF SERVICES AND FEES

| Selected Services | |
|---|--------------|
| Threat Manager w/ ActiveWatch | |
| One-Time Fee: | \$1,307.00 |
| Monthly Fee: | \$7,422.00 |
| Total Permissible Fees Under this Exhibit 2 | \$357,563.00 |

All One-Time Fees will be invoiced to Customer upon the Effective Date as set forth in the Agreement and are due in accordance with the Agreement.

SunGard shall invoice all Monthly Fees in arrears and on a monthly basis; provided that the County shall have the option to pay Monthly Fees up-front in a one-year increment. Should County pay one year's worth of Monthly Fees in advance, then SunGard shall discount such Monthly Fees by two percent (2%).

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BILLING SCHEDULE

Invoice From:

May 1, 2014

Monthly Fee:

\$7,422.00

SERVICES

Threat Manager with ActiveWatch - Up to 5Gbps Protected Bandwidth at three (3) Customer Facilities which may include:

69 W Washington Street
Chicago IL 60602

118 N Clark Street
Chicago IL 60602

4545 W Cermak Road
Chicago IL 60623

Throughout the term of this Agreement, the County may substitute any of the above three Customer Facilities for another Customer Facility; however, County may not add an additional (i.e., a fourth or more) Customer Facility without impacting the pricing under this Agreement.

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SERVICE TERMS AND CONDITIONS

A. Service Description

SunGard will provide Intrusion Detection/Prevention from Alert Logic. Including Threat Manager and Active watch services. It also includes Network Intrusion Detections Services (NIDS) and 24x7 monitoring. NIDS appliances will be installed on all County egress points. It includes unlimited internal, standard external and PCI compliance external vulnerability scanning. Alert Logic will notify SunGard staff and/or County staff to discuss impact and any remediation required.

Threat Manager Service. The Threat Manager™ is a third party-provided service related to security appliances that can be installed within a SunGard Designated Facility or at a Customer facility. In the event the Services are provided for appliances installed in a Customer facility, i) SunGard will ship the security appliances to the Customer specified facility; ii) Customer is responsible for all power, network, and physical and logical infrastructure and security requirements specified in this Agreement that are necessary to support the appliances and that are installed in a Customer facility, including forwarding network traffic to be analyzed by the appliance by network tap or mirroring from a switch. Customer will keep the Alert Logic security appliance in a location where only necessary personnel have physical access to the environment; iii) Customer will uninstall, pack and return the security appliances in the same condition as received (normal wear and tear excepted) to SunGard pursuant to SunGard's reasonable instructions; and iv) SunGard will delete any Customer data residing on the appliances upon SunGard receipt.

The Threat Manager Service monitors, analyzes, and logs security events related to the number of Customer-specified nodes identified in the Schedule based on network traffic in real time using hardened security appliances. The Threat Manager Service is comprised of i) a hardened sensor appliance; ii) logical and dynamic system analysis; iii) sensor tuning and optimization; iv) on-going threat and vulnerability signature updates, v) Intrusion Detection Services (does not include Hardware Installation Services unless the appliances are installed in a SunGard facility), vi) asset identification and criticality ranking; vii) vulnerability assessments and reporting; viii) web portal; ix) Customer-selected notification of detected threats via e-mail or page; and x) vendor-provided software patches, upgrades and updates. The Threat Manager Service includes:

Threat Manager - SSL Decryption Service. The SSL Decryption Service enables the Threat Manager Service to decrypt and inspect SSL encrypted network traffic to identify potential security threats.

Threat Manager - Active Watch Service. Active Watch provides access to SANS GIAC certified Intrusion Detection analysts who analyze data that is generated through the Threat Manager Service. Customer will be alerted when valid hostile traffic is identified and will be advised on potential remediation steps. Security Analysts monitor the network on a 24/7/365 basis. Alert Logic staff assigned to this contract will have background checks conducted annually.

Exhibit 3 ("Managed Services Statement of Work and Task Order Terms")
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B. Service Level Commitments

Threat Manager

- **Guarantee.** For each appliance delivered, the Threat Manager and Log Manager Service will be available to monitor, analyze and log security events (each as applicable) 99.95% of the time measured on a monthly basis.
- **Remedy.** For each appliance delivered, SunGard shall credit Customer one (1) day's percentage of the Monthly Fee for each month in which SunGard fails to meet the Service Level Commitment.

Threat Manager Active Watch Escalation and Notification

- **Escalation Guarantee.** Escalation to an Intrusion Detection analyst will take place within 30 minutes of an incident or attack being detected by the Threat Manager Service.
- **Notification Guarantee.** Notification of the County's CISO or CISO's designee will take place within 60 minutes of an incident or attack, regardless of the time at which escalation to an Intrusion Detection Analyst has occurred.
- **Remedy.** SunGard shall credit Customer one (1) day's percentage of the Monthly Fee for each month in which SunGard fails to meet the Service Level Commitment.

C. SLAs General

- If SunGard fails to meet the same SLA 3 times within any 12 month period, Customer may terminate the Services under this Exhibit, or any portion thereof, by providing SunGard advance written notice no later than 60 days following the third SLA failure.
- If SunGard fails to meet an SLA, Customer is entitled to receive the applicable credit as Customer's sole monetary remedy (provided that the foregoing does not prohibit or limit Customer from seeking remedies for any breaches of other terms of the Agreement related to such failure).
- In no event will the total credits for all occurrences during a month exceed the then current Monthly Fee for the Services provided under this Exhibit to the Agreement.
- Credits and termination rights accrue solely with respect to the root or primary SLA failure and not for SLA failures that occur as a result of a root or primary SLA failure.
- SunGard will not be responsible for the failure to meet an SLA if the failure is caused by:
 - A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives");
 - The negligence or intentional acts or omissions of Customer or Customer Representatives (including Customer retention of root or admin access and changes to data or configurations);
 - Scheduled maintenance (including upgrades, repair or component replacement or scheduled backups) or other mutually agreed-to downtime;

Exhibit 3 ("Managed Services Statement of Work and Task Order Terms")
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D. General Conditions

- Customer administrative access to SunGard devices used to provide the Services is not permitted. Customer may request copy of device configuration data.
- SunGard does not guarantee device failure time to fix. SunGard will maintain spare device inventory or engage and manage maintenance vendors in accordance with the terms of the underlying maintenance agreement. SunGard is not responsible for vendor failure to deliver parts or repairs within maintenance agreement timelines. The foregoing does not supersede SunGard's obligation to meet an applicable Service Level Commitment(s) as described herein.
- SunGard will provide technical support, problem resolution and change management in accordance with its Support and Change Management Policy located in the Customer Portal. Following Customer's execution of the Agreement, Customer will receive access to the Customer Portal; and SunGard shall affirmatively tender a written copy of its Support and Change Management Policy to the County's CISO. Customer shall provide SunGard with an email address(es) so that notices of changes to the Support and Change Management Policy will automatically be sent to the email address(es) provided. SunGard shall notify Customer of any changes to the Support and Change Management Policy reasonably in advance of such change, thereby giving Customer a reasonable opportunity to respond that the proposed change would materially or adversely impact Customer. If Customer provides such objection to SunGard, the parties agree to work together in good faith to implement SunGard's desired change in a time and manner that will not adversely or materially impact the Customer. Notwithstanding anything to the contrary, if SunGard fails to notify Customer of any such changes or modifications in accordance with the foregoing paragraph, then the last version of the Support and Change Management Policy that SunGard properly notified Customer of shall control the use of the Services. Further and notwithstanding anything to the contrary, if SunGard makes any changes to the Support and Change Management Policy that materially and adversely impact Customer's use of the Services, then as Customer's sole remedy, Customer may terminate these Services by provided written notice to SunGard written notice no later than 60 days following the applicable change.
- Neither this Agreement nor this Exhibit creates any interest in real estate and is strictly an agreement for the provision of services, which are personal in nature to the parties. Neither party will permit any third party liens to be placed against any Content, all or any portion of the Services or any SunGard-provided equipment or software.
- SunGard shall perform such janitorial services, environmental systems maintenance, power maintenance and other services as are reasonably required to maintain the SunGard facilities used to provide Services.
- Customer will not interfere with any other SunGard customer's use of SunGard's facilities or services.
- Customer represents and warrants that it has the full legal right to utilize any Customer-provided equipment and software.
- Within 45 calendar days of the termination or expiration of the Agreement or the Services under this Exhibit, Customer will return, at Customer's expense, all SunGard-provided equipment and software (whether located at a Customer or SunGard facility), return Customer occupied areas within a SunGard facility in the same condition as

Exhibit 3 ("Managed Services Statement of Work and Task Order Terms")**Governed by****Professional Services Agreement****Between****SunGard Availability Services LP and COOK COUNTY BUREAU OF TECHNOLOGY****Page 6 of 7**

received (reasonable wear and tear excepted), and remove all Customer-provided equipment and software. If Customer fails to remove its equipment and software as required or if Customer fails to pay SunGard any amounts due, and such failure continues for more than 30 days after receipt of SunGard's written notice of nonpayment SunGard may disconnect and remove any or all of the equipment (including any data or software resident on such equipment), and store any Customer-provided equipment in a reasonable location for up to 6 months, at Customer's expense. Upon conclusion of the 6 month period, SunGard may dispose of such equipment and any Customer data or applications without liability to Customer. SunGard may redeploy any SunGard-provided equipment in any manner in its sole discretion and shall delete all Customer software and data residing on such equipment before redeployment.

SUNGARD

Exhibit 3 ("Managed Services Statement of Work and Task Order Terms")
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Threat Manager

| Configuration Deliverables | Company Responsible |
|--|------------------------|
| Internal IP Addresses | SunGard |
| External IP Addresses | SunGard |
| Subnet Mask | SunGard |
| Default Gateway | SunGard |
| Broadcast Address | SunGard |
| Interface Type | SunGard |
| Configure Threat Manager Appliance | SunGard |
| Implementation | Company Responsible |
| Turn Up Cabinet Switch Port | SunGard ¹ |
| Rack and Power Alert Logic Appliance | SunGard ¹ |
| Configure NAT/Public IP | SunGard ^{1,2} |
| Add Firewall ACL | SunGard ^{1,2} |
| Cable Device to Monitor Port | SunGard ¹ |
| SPAN VLAN's on Pod Switches | SunGard ^{1,2} |
| Verify Appliance Configuration | SunGard |
| Verify LAN Configuration at Appliance interface | SunGard |
| Application Tuning | SunGard |
| Client Account Setup | SunGard |
| Provide Encryption Certificate and Public Key | SunGard ^{1,2} |
| Apply Encryption Certificate and Public Key to Alert Logic Appliance | SunGard |
| Support | Company Responsible |
| Monitoring Appliance Connectivity to Alert Logic | SunGard |
| Monitor Appliance Connectivity to Internal Network | SunGard ^{1,2} |
| Notify Customer of Failed Connectivity | SunGard |
| Notify Customer of Planned Maintenance | SunGard |
| Notify Customer of Emergency Maintenance | SunGard |
| Monitor Protected Networks | SunGard |
| Detect Security Incidents | SunGard |
| Escalate Security Incidents to Customer | SunGard |

¹ Responsibility is performed by SunGard only if appliances are located within a SunGard Designated Facility.

² Responsibility is performed by SunGard only if Customer is receiving Managed Services in addition to Space, Power and Network Services

EXHIBIT 4

Acceptable Use Policy

EXHIBIT 5

Acceptable Use Policy

This Acceptable Use Policy (the "AUP") applies to the use of the services of SunGard Availability Services LP and its affiliated companies ("SunGard") by its customers (the "Services") is made part of and incorporated into the Agreement that between Cook County and SunGard. The AUP also applies, and should be communicated, to customers' customers and/or end users that utilize the Services through customers.

SunGard has published this AUP to help ensure that the Services provided to our customers are of the highest quality, and to help protect the privacy and security of our customers, systems, and networks, while also encouraging responsible use, including compliance with applicable laws. This AUP also describes types of use of the Services that are prohibited. SunGard may in its sole and reasonable discretion determine whether a use of the Services is a violation of this AUP. SunGard in no way intends to monitor, control, or censor communications or content that a customer may acquire, transmit, or store on or via SunGard's network. However, when we have knowledge of a violation of this AUP, we reserve the right to take such action as is necessary to address the violation, as referenced below.

As used herein, "Content" shall mean all information made available, displayed, transmitted or retransmitted in connection with customer's use of the Services (including, without limitation, information made available by means of a "hot link", a third party posting or similar means) including all trademarks, service marks and domain names contained therein as well as the contents of any bulletin boards, social sites or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.

Prohibited Uses

The following are prohibited uses of the Services under this AUP. These descriptions are guidelines and are not intended to be comprehensive in nature.

Illegal/Criminal Activity

The Services may not be used in connection with any criminal or civil violations of local, state, provincial, federal, or international law, treaty, regulations, court order, ordinance, administrative rule, or other government requirements.

Intellectual Property

The Services may not be used to transmit, re-transmit, host or store any Content or to engage in any activity that infringes or facilitates the infringement of the intellectual property rights or privacy rights of any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Security Violations

The Services may not be used in connection with any attempt by the County to damage, violate, facilitate or assist in the violation of the security of any network, service, or other system, data or Software. Prohibited acts include, but are not limited to, hacking, cracking into, monitoring, accessing or using systems or networks without authorization; scanning ports; forging of any TCP/IP packet header or any part of the header information in an email or newsgroup posting; conducting or participating in denial of service attacks; and distributing viruses, time bombs, worms, botnets, zombies, cancelbots or other harmful Software computer program routines designed to damage, intercept or seize control of systems, Software or data. SunGard customers are responsible for maintaining the basic security of their systems to prevent use of their system in a manner which may result in a violation of this AUP, such as properly securing mail servers to prevent distribution of spam or other unsolicited commercial email (as defined below), and properly securing FTP servers to prevent illegal distribution of licensed Software. Customers also are responsible for implementing preventive or remedial actions on vulnerable or exploited systems to prevent continued abuse.

Threats

The Services may not be used to transmit, re-transmit, host or store materials or Content that is of a threatening nature, including threats of death or physical harm, or that is harassing, libelous, and or defamatory, invasive of privacy rights, or to provide information or assistance in causing or carrying out violence against any government, organization, group or individual.

Offensive Content

The Services may not be used to transmit, re-transmit, host or store for the distribution of offensive Content, including obscene, pornographic, indecent, and hateful materials.

Spam

Spam is an unacceptable use of the Services and is a violation of the AUP. Prohibited acts include, but are not limited to, any of the following activities:

- Posting a single message or messages similar in content, to more than five online forums or newsgroups.
- Posting of messages to online forums or newsgroups that violate the rules of the forums or newsgroups.
- Collecting the responses from unsolicited email.
- Sending any unsolicited email that could be expected, in SunGard's sole discretion, to provoke complaints.
- Sending email with charity requests, petitions for signatures, or any chain mail related materials.
- Sending unsolicited email without identifying in the email a clear and easy means to be excluded from receiving additional email from the originator of the email.
- Sending email that does not accurately identify the sender, the sender's return address, and the email address of origin.
- Using another site's mail server to relay mail without the express permission of the site.

- Using the Services to violate an Internet Service Provider's acceptable use policy and/or terms of service.
- Sending emails that result in SunGard-provided IP address(es) being blocked or black-holed by third party spam protection related services.

Indirect Access

Indirect Access

A violation of this AUP by someone having only indirect access to the Services through a customer or other user will be considered a violation by the customer or other user, whether or not with the knowledge or consent of the Customer or other user. In addition, this AUP applies to any email or Content transmitted by a customer or on its behalf using a SunGard account as a mailbox for responses or promoting Content hosted or transmitted using the Services, or indicating in any way that SunGard was involved in the transmission of such email or Content.

Consequences

Actual, suspected or alleged violations of this AUP may result in a demand for immediate removal of offending Content, immediate temporary or permanent filtering, blocked access, suspension or termination of the Services, or other action appropriate to the violation, as determined by SunGard in its sole and reasonable discretion; provided that such a violation shall not necessarily constitute a material breach or default as defined under Article 9 of this Agreement. When feasible, it is SunGard's preference to give notice so that violations may be addressed voluntarily; however, SunGard reserves the right to act without notice when necessary, in its sole discretion, to avoid an interruption in Service or a negative impact on network capacity or performance. SunGard may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this AUP.

Incident Reporting

Any complaints regarding violations of this AUP by a SunGard customer should be immediately directed to the SunGard AUP Service Desk by calling 1-800-441-1181 or 011+720-587-1055 or sending an email to sas.abuse@sungard.com. Where possible, include details that would assist SunGard in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

EXHIBIT 5

Business Associates Agreement

Exhibit 5 ("Business Associate Addendum")
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SunGard Availability Services LP and COOK COUNTY BUREAU OF TECHNOLOGY

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The Agreement between SunGard and the County is supplemented by adding the following provisions to the Agreement:

Protected Health Information. Customer is subject to, and is considered either a Covered Entity or a Business Associate under, the provisions of the HIPAA Rules. From time to time, in the course of providing Services to Customer under the Agreement, SunGard may be considered a Business Associate by receiving Protected Health Information from Customer or by maintaining or transmitting Customer's Protected Health Information as part of the Service, in which case any such Protected Health Information shall be subject to the following:

(i) Definitions.

- a. Catch-all definition: The following terms, and their respective derivative forms, used in this Addendum, when capitalized, shall have the same meaning as those terms in the HIPAA Rules: Breach, Designated Record Set, Disclosure, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.
- c. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.
- d. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(ii) Restriction on Use and Disclosure of Protected Health Information; Access to Protected Health Information; and Notifications.

- a. SunGard agrees to not Use or Disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. SunGard agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of Protected Health Information other than as provided for by this Exhibit.
- c. SunGard agrees to mitigate, to the extent practicable, any harmful effect that is known to SunGard of a Use or Disclosure of Protected Health Information by SunGard in violation of the requirements of this Exhibit.
- d. SunGard agrees to report to Customer any Use or Disclosure of Protected Health Information not provided for by this Exhibit, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which SunGard becomes aware.
- e. SunGard agrees to notify Customer of such Breach without unreasonable delay, but in any event in a period not to exceed seven (7) business days after "discovery" (as described in 45 CFR §164.410 of the HIPAA Rules and, as applicable, in §13402(c) of the HITECH Act) and as further set forth in subsections (ii)(e)(1) and (ii)(e)(2) below. Such report will include: , to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by SunGard to have been, accessed, acquired, used, or disclosed during the Breach and any other available information that the Covered Entity is required to include in notification to the Individual under §164.404(c) at the time of the notification required by this paragraph or promptly thereafter as information becomes available.
 - 1. SunGard shall report to Customer any successful Security Incident of which it becomes aware of within seven (7) business days. In addition to the requirements set forth above in this subsection (ii)(e), such report shall contain the following information to the extent known at the time of notice: (A) date and time when the Security Incident occurred and/or was discovered; (B) names of systems, programs, or networks affected by the Security

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Incident; (C) preliminary impact analysis; (D) prescription of and scope of Protected Health Information used, disclosed, modified, or destroyed by the Security Incident; and (E) SunGard shall provide a report of any mitigation steps taken to the Customer and shall send such report by traceable carrier.

2. To avoid unnecessary burden on either party, SunGard shall report to Customer any Security Incidents that are unsuccessful of which it becomes aware of only upon Customer's request. The frequency, content and the format of the report of unsuccessful Security Incidents shall be mutually agreed upon by the parties.
- f. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) of the HIPAA Rules, if applicable, SunGard agrees to ensure that any agent, including Subcontractors that create, receive, maintain or transmit Customer's Protected Health Information, on behalf of SunGard agree to the same restrictions and conditions that apply through this Exhibit to SunGard with respect to such information.
- g. SunGard agrees to provide access, within seven (7) business days after written notice is received from Customer or an Individual, to Protected Health Information in a "Designated Record Set", to Customer in order for Customer to meet the requirements under 45 CFR § 164.524 of the HIPAA Rules, and, as applicable, § 13405(e)(1) of the HITECH Act.
- h. SunGard agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Customer directs or agrees to pursuant to 45 CFR § 164.526 within 30 days after written notice is received from Customer.
- i. SunGard agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information available to the Secretary or his designee, after written notice is received from Customer or at a time designated by the Secretary, for purposes of the Secretary determining compliance with the HIPAA Rules.
- j. SunGard agrees to document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for Customer to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the HIPAA Rules, and, as applicable, § 13405(c) of the HITECH Act.
- k. SunGard agrees to provide to Customer or an Individual, within seven days after written notice is received from Customer or an Individual, information collected in accordance with Section (i)(i) above, to permit Customer to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR § 164.528 of the HIPAA Rules, and, as applicable, § 13405(c) of the HITECH Act.
- l. SunGard agrees to comply with the prohibition on the sale of Electronic Health Records and Protected Health Information as set forth in § 13405(d) of the HITECH Act. The term "Electronic Health Record" shall have the same meaning given to such term in § 13400(5) of the HITECH Act.
- m. SunGard agrees not to Use and Disclose Protected Health Information for marketing or fundraising purposes.
- n. To the extent SunGard is to carry out one or more of Customer's Covered Entity obligations, to the extent any such obligation is expressly delegated by Customer to SunGard and rightfully identified as a Covered Entity obligation under Subpart E of 45 CFR Part 164, SunGard will comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- o. SunGard shall request, Use and Disclose Protected Health Information consistent with the Minimum Necessary Standards of the HIPAA Rules.

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- p. SunGard will comply with any additional requirements contained in the HIPAA Rules and the HITECH Act that are expressly applicable to Business Associates, which requirements are herein incorporated into this Exhibit.

(iii) Permitted Use and Disclosure of Protected Health Information.

- a. SunGard may only Use or Disclose Protected Health Information as necessary to perform the Services ordered pursuant to this Agreement, as Required By Law, or as permitted under this Exhibit.
- b. Except for the specific Uses and Disclosures specified in section (iii)(c) – (d) below, SunGard may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by a Covered Entity.
- c. SunGard may Use Protected Health Information for the proper management and administration of SunGard or to carry out the legal responsibilities of SunGard, including reporting violations of law to appropriate Federal and state authorities.
- d. SunGard may Disclose Protected Health Information for the proper management and administration of SunGard, provided that Disclosures are Required By Law, or SunGard obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies SunGard of any instances of which it is aware in which the confidentiality of the information has been breached.

(iv) Obligations of Customer.

- a. Customer shall notify SunGard of any limitation(s) in its Notice of Privacy Practices of Customer in accordance with 45 CFR § 164.520 of the HIPAA Rules, to the extent that such limitation may affect SunGard's Use or Disclosure of Protected Health Information.
- b. Customer shall notify SunGard of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect SunGard's Use or Disclosure of Protected Health Information.
- c. Customer shall notify SunGard of any restriction to the Use or Disclosure of Protected Health Information that Customer has agreed to in accordance with 45 CFR § 164.522 of the HIPAA Rules, to the extent that such restriction may affect SunGard's Use or Disclosure of Protected Health Information.
- d. Customer shall not request SunGard to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Customer, except that SunGard may Use or Disclose Protected Health Information as specified in section (iii)(c) – (e) above.
- e. Except to the extent SunGard controls access to Customer's electronic Protected Health Information, including any security Services SunGard provides as part of a Schedule or Order, Customer agrees it is responsible to implement and use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 of the HIPAA Rules, to prevent unauthorized access to its electronic Protected Health Information that is maintained at a SunGard facility and/or SunGard-provided equipment or is transmitted to and from a SunGard facility.
- f. To the extent that Customer contracts with SunGard for any managed security service or service including anti-virus software or operating system software, Customer shall accept all patches, updates, or recommended security standards provided by SunGard with respect to the service(s).

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If Customer does not accept such patches, updates, and/or recommended security standards, SunGard shall not be liable to Customer for any damages resulting therefrom.

- (v) The terms of this Exhibit shall survive termination of the Agreement and shall terminate when all Protected Health Information is destroyed or returned to Customer, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in (vii) below.
- (vi) Except as provided in (vii) below, upon termination of this Agreement, for any reason, SunGard shall return or destroy all Protected Health Information still in its possession. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of SunGard. SunGard shall retain no copies of Protected Health Information.
- (vii) In the event that SunGard determines that returning or destroying Protected Health Information is infeasible, SunGard shall provide to Customer notification of the conditions that make return or destruction infeasible. SunGard shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as SunGard maintains such Protected Health Information.

EXHIBIT 6

CJIS Security Addendum

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

DAMIAN ENRIKHER / DE
Printed Name/Signature of Contractor Employee

4-3-14
Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

EXHIBIT 7

Cook County Travel Policy



**COOK COUNTY
TRANSPORTATION
EXPENSE REIMBURSEMENT
AND TRAVEL REGULATIONS
POLICY**

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

Example: An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

- A.** Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

- A.** The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B.** All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C.** Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D.** The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

- A.** Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B.** All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII

LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

| <u>Reimbursable</u> | <u>Non-Reimbursable</u> |
|--------------------------------------|-------------------------|
| Stenographic and Typing Services | Entertainment |
| Storage of Baggage | Alcoholic Beverages |
| Hire of Room for Official Business | Traffic Tickets |
| Telephone Calls on Official Business | |

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D. Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

EXHIBIT 8

Evidence of Insurance



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

| | | | | | | | | | | | | | | | |
|--|--|--------------------------------------|---------------|---|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA | CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: 570000061356 | | | | | | | | | | | | | | |
| INSURED SunGard Availability Services Capt. Inc. 680 E. Swedesford Road Wayne PA 19087-1065 USA | <table border="1"><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: National Union Fire Ins Co of Pittsburgh | 19445 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: National Union Fire Ins Co of Pittsburgh | 19445 | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** 570053349742**REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence Only

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY | LIMITS |
|----------|---|-----------------------|------------------------------------|-------------------------------------|---|-------------|
| | PROPERTY | | | | BUILDING | |
| | CAUSES OF LOSS | DEDUCTIBLES | | | PERSONAL PROPERTY | |
| | BASIC | BUILDING | | | BUSINESS INCOME w/o Extra Expense | |
| | BROAD | CONTENTS | | | EXTRA EXPENSE | |
| | SPECIAL | | | | RENTAL VALUE | |
| | EARTHQUAKE | | | | BLANKET BUILDING | |
| | WIND | | | | BLANKET PERS PROP | |
| | FLOOD | | | | BLANKET BLDG & PP | |
| | | | | | | |
| | | | | | | |
| | INLAND MARINE | TYPE OF POLICY | | | | |
| | CAUSES OF LOSS | POLICY NUMBER | | | | |
| | NAMED PERILS | | | | | |
| A | X CRIME | 029108510 | 03/31/2014 | 03/31/2015 | X Employee Dishonesty | \$5,000,000 |
| | TYPE OF POLICY Crime - Primary | | | | X Deductible | \$100,000 |
| | BOILER & MACHINERY / EQUIPMENT BREAKDOWN | | | | | |
| | | | | | | |
| | | | | | | |

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Sungard Availability Services LP
680 E Swedesford Road
Wayne PA 19087 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|---------------------------------------|
| PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 |
| INSURED SunGard Availability Services Capt. Inc. 680 E. Swedesford Road Wayne PA 19087-1065 USA | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| | INSURER A: Travelers Property Cas Co of America | 25674 |
| | INSURER B: Charter Oak Fire Ins Co | 25615 |
| | INSURER C: The Phoenix Insurance Company | 25623 |
| INSURER D: The Travelers Indemnity Co. | 25658 | |
| INSURER E: National Union Fire Ins Co of Pittsburgh | 19445 | |
| INSURER F: | | |

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570053349700**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|--|---|--|--|-------------------------|-------------------------|--|---------------------------|-------------|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | 6603E3916628 | 03/31/2014 | 03/31/2015 | EACH OCCURRENCE | \$1,000,000 | |
| | <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | \$1,000,000 | | |
| | | MED EXP (Any one person) | | | | \$10,000 | | |
| | | PERSONAL & ADV INJURY | | | | \$1,000,000 | | |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$2,000,000 | |
| <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 | |
| OTHER: | | | | | | | | |
| A | AUTOMOBILE LIABILITY | | TJ-CAP-8046X506-TIL13 | 03/31/2014 | 03/31/2015 | COMBINED SINGLE LIMIT (Ea accident) | \$2,000,000 | |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) | | |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | | |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) | | |
| E | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | 20562498 | 03/31/2014 | 03/31/2015 | EACH OCCURRENCE | \$4,000,000 | |
| | DED <input checked="" type="checkbox"/> RETENTION \$25,000 | | | | | AGGREGATE | \$4,000,000 | |
| | | | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | TC2NUB8046K49913 Work Comp - AOS TRKUB8046X51813 Work Comp - AZ ME NE | 03/31/2014 | 03/31/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | | | | E.L. EACH ACCIDENT | \$1,000,000 | |
| | D | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | N/A | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |

Certificate No : 570053349700

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence Only

CERTIFICATE HOLDER**CANCELLATION**SunGard Availability Services LP
680 E Swedesford Road
Wayne PA 19087 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

EXHIBIT 9

Board Authorization

BUREAU OF TECHNOLOGY
CHIEF INFORMATION OFFICER

14-2269

Presented by: MARY JO HORACE, Interim Chief Information Officer, Bureau of Technology

PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: SunGard Availability Services LP, Wayne, Pennsylvania

Request: Authorization for the Chief Procurement Officer to enter into and execute.

Good(s) or Service(s): Information Security, Compliance and Incident Response Services

Contract Value: \$1,364,123.00

Contract period: 5/1/2014 - 4/30/2018, with two (2) two-year extension options

Potential Fiscal Year Budget Impact: FY2014 \$228,443.00; FY2015: \$340,704.00; FY2016: \$340,704.00; FY2017: \$340,704.00; FY2018: \$113,568.00

Accounts: 769-260 Account

Contract Number(s): 1350-12461

Concurrences:

The Vendor has met the Minority and Women Owned Business Enterprises Ordinance..

The Chief Procurement Officer Concurs

Summary: In 2013, Cook County issued an RFP for Information Security, Compliance and Incident Response services, which resulted in the contract that BOT now seeks authorization for the CPO to execute. Procuring the services of information security experts is a critical step to improving the County's information security practices, achieving compliance with applicable information security regulations and best practices, and properly handling information security incidents.

Cook County provides services for approximately 5.3 million residents. Many of these services handle sensitive information including social security numbers, credit card numbers, and personal health information. With the assistance of information security consulting experts, the County can enhance its information security program by performing nationally recognized risk assessments, enhancing the County's information security framework, performing additional cyber security monitoring and testing, and improving its incident response and forensic response capabilities. In addition to the objectives identified above, other desired outcomes include the protection personal information of County residents and the mitigation of cyber-security risks.

REFERRED TO THE COMMITTEE ON TECHNOLOGY



TONI PRECKWINKLE, PRESIDENT

[cookcountyiil.gov/secretary to the board](http://cookcountyiil.gov/secretary)

THE OFFICIAL WEBSITE OF THE SECRETARY TO THE COOK COUNTY BOARD OF COMMISSIONERS

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File #: 14-2269 Version: [2](#) Name: Information Security, Compliance, and Incident Response Services (SunGard Availability Services LP)

Type: Contract (Technology) Status: Approved

File created: 3/24/2014 In control: [Technology Committee](#)

On agenda: 4/9/2014 Final action: 6/18/2014

Title: PROPOSED CONTRACT (TECHNOLOGY) Department(s): Bureau of Technology Vendor: SunGard Availability Services LP, Wayne, Pennsylvania Request: Authorization for the Chief Procurement Officer to enter into and execute. Good(s) or Service(s): Information Security, Compliance and Incident Response Services Contract Value: \$1,364,123.00 Contract period: 7/1/2014 - 6/30/2018 5/1/2014 - 4/30/2018, with two (2) two-year extension options Potential Fiscal Year Budget Impact: FY2014 \$171,659.00 \$228,443.00; FY2015: \$340,704.00; FY2016: \$340,704.00; FY2017: \$340,704.00; FY2018: \$170,352.00 \$113,568.00 Accounts: 769-260 Account Contract Number(s): 1350-12461 Concurrences: The Vendor has met the Minority and Women Owned Business Enterprises Ordinance

Indexes: MARY JO HORACE, Bureau of Technology

[History \(3\)](#) [Text](#)

| 3 records | Group | Export | | | | | |
|-----------|-------|--|-------------------------------------|--------|--------------------------------|---------------------------------|-----------------------|
| Date | Ver. | Action By | Action | Result | Action Details | Meeting Details | Video |
| 6/18/2014 | 2 | Board of Commissioners | approved | | Action details | Meeting details | Not available |
| 6/17/2014 | 1 | Technology Committee | recommended for approval as amended | Pass | Action details | Meeting details | Video |
| 4/9/2014 | 1 | Board of Commissioners | referred | Pass | Action details | Meeting details | Video |

EXHIBIT 10

Certification Regarding Lobbying

EXHIBIT 10

**COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS
(LOBBYING CERTIFICATION)**

**INFORMATION SECURITY, COMPLIANCE, AND INCIDENT RESPONSE SERVICES
Contract # 1350-12461**

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government Wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. Standard Form - LLL is available via the Internet from the following URL <http://www.whitehouse.gov/sites/files/omb/grants/sfill.pdf>.
- (3) The undersigned must require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352 [as amended by the Lobbying Disclosure Act of 1995]. Any person who fails to file required certifications must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Signature Page Follows)

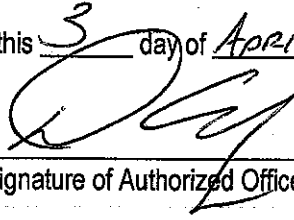
EXHIBIT 10

COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS
(LOBBYING CERTIFICATION)

INFORMATION SECURITY, COMPLIANCE, AND INCIDENT RESPONSE SERVICES
Contract # 1350-12461

Executed this 3 day of April, 2014.

By:



Signature of Authorized Officer

Damian Ehrlicher

Typed Name and Title of Authorized Officer
Vice President of Sales

Typed Name of Contractor

EXHIBIT 11

COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"County" shall mean the offices which are administered by the President of the County Board.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers to.

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: _____ Sungard Availability Services LP _____

ADDRESS: _____ 680 East Swedesford Road, Wayne, PA, 19087 _____

TELEPHONE: _____ 847-318-7913 _____

CONTACT NAME: _____ Douglas Atkin _____

CONTACT EMAIL: _____ Douglas.Atkin@sungardas.com _____

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

EXHIBIT 11

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 1350-12461
- b. The Contractor is providing the following type of Services: ☐ Auditing or ☒ Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Bureau of Technology
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? ☐ Yes or ☐ No.
If yes, please state the other Contract Number(s) and the Nature of Services.

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

EXHIBIT 11



Signature

Name **Damian Ehrlicher**
Vice President of Sales

Title

4-3-14

Date

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

| Section | Description | Pages |
|----------------|---|--------------|
| | | |
| Instructions | Instructions for Completion of EDS | EDS i - ii |
| 1 | MBE/WBE Utilization Plan | EDS 1 |
| 2 | Letter of Intent | EDS 2 |
| 3 | Petition for Reduction/Waiver of MBE/WBE Participation Goals | EDS 3 |
| 4 | Certifications | EDS 4, 5 |
| 5 | Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest | EDS 6 – 12 |
| 6 | Sole Proprietor Signature Page | EDS 13a/b/c |
| 7 | Partnership Signature Page | EDS 14/a/b/c |
| 8 | Limited Liability Corporation Signature Page | EDS 15a/b/c |
| 9 | Corporation Signature Page | EDS 16a/b/c |
| 10 | Cook County Signature Page | EDS 17 |

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)

☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

☒ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II.

☒

Direct Participation of MBE/WBE Firms

☐

Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Palace Gate Corporation

Address: 3405 Park Place, Evanston, IL 60201

E-mail: sally@palacegate.us

Contact Person: Sally Martin - Owner Phone: 847-905-0415

Dollar Amount Participation: \$ \$201,312.00

Percent Amount of Participation: Approximately 20% of Exhibit 2 depending on the usage of on-demand services. %

*Letter of Intent attached?

Yes ☒

No ☐

*Letter of Certification attached?

Yes ☒

No ☐

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached?

Yes _____

No _____

*Letter of Certification attached?

Yes _____

No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Palace Gate Corporation
 Address: 3405 Park Place
 City/State: Evanston, IL Zip: 60201
 Phone: 847-905-0415 Fax: _____
 Email: sally@palacegate.us

Certifying Agency: Dept. of Procurement Services - City of Chicago
 Certification Expiration Date: 12.1.13 - See Letter of Extension
 FEIN #: 20-4795792
 Contact Person: Sally Martin - Owner
 Contract #: RFP #1350-12461

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

☒ No ☐ Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Incident Response and select annual project Staffing on an as-needed basis.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

Approximately 20% of Exhibit 2 payable on a Time and Materials, as-needed basis. Exhibit 3 will not have MBE/WBE participation because the service is a specialized managed security service consisting of software, hardware and security operations personnel.

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) *Sally Martin*
 Print Name Sally Martin
 Firm Name Palace Gate Corp
 Date 7/24/2014

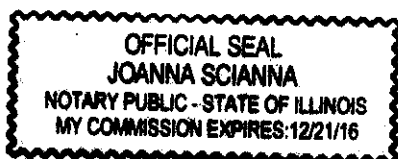
Signature (Prime Bidder/Proposer) *Damian Ehrlicher*
 Print Name Damian Ehrlicher
 Firm Name Vice President of Sales
 Date 7-23-14

Subscribed and sworn before me

this 24 day of July, 20 14

Notary Public _____

SEAL _____



Subscribed and sworn before me

this 23 day of July, 20 14

Notary Public _____

SEAL _____



assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.


Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

EMPLOYMENT PLACEMENT AGENCY; TEMPORARY HELP SERVICE

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

FH

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☒

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

☒

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)

☐

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)

☐

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)

☐

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

☒

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

☐

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)

☐

(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)

☐

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)

☒

(4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)

☐

(5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

For this contract, SunGard reviewed and analyzed information found in the County's M/W/VBE Directory provided by the Office of Contract Compliance in addition to publicly available information on vendor websites. SunGard requires very technical information security skillsets for a percentage of project efforts that correlates to Section I. SunGard is choosing to utilize a WBE found in the M/W/VBE Directory provided by the Office of Contract Compliance and who meets SunGard's stringent technical skill requirements.

For these reasons, SunGard is requesting a partial waiver (20%) of the 35% target of MBE/WBE utilization and commits to continue seeking viable MBE/WBE partners and strive towards 35% utilization.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

| Name | Address |
|-----------------|---------|
| Not applicable. | |
| | |
| | |

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: ☒

- b) If yes, list business addresses within Cook County:

| |
|--|
| |
| |
| |

- c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: ☒

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): SunGard owns a facility located at **3100 Arnold Lane**
Northbrook, IL 60062

04-25-313-003-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

- b) _____ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name SunGard Availability Services LP D/B/A: _____ EIN NO.: 23-2106195

Street Address: 680 East Swedesford Road

City: Wayne State: PA Zip Code: 19087

Phone No.: (312) 919-1576

Form of Legal Entity:

☐ Sole Proprietor ☒ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

| Name | Address | Percentage Interest in Applicant/Holder |
|--|---------|---|
| SunGard Availability Services LP is beneficially owned 100% by Sungard Availability Services Capital, Inc., which in turn is owned by a consortium of private equity investment funds organized by Silver Lake Partners that also includes Bain Capital Partners, The Blackstone Group, Goldman Sachs & Co., Kohlberg Kravis Roberts & Co. L.P., Providence Equity Partners and Texas Pacific Group. | | |

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

| Name of Agent/Nominee | Name of Principal | Principal's Address |
|-----------------------|-------------------|---------------------|
| | | |
| | | |

3. Is the Applicant constructively controlled by another person or Legal Entity? ☒ Yes ☐ No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

| Name | Address | Percentage of Beneficial Interest | Relationship |
|---|---------|-----------------------------------|--|
| SUNGARD AVAILABILITY SERVICES CAPITAL, INC. | | 100% | PARENT COMPANY OF SUNGARD AVAILABILITY SERVICES LP |

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Damian Ehrlicher
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

Damian.Ehrlicher@Sungard.com
E-mail address

262-642-1707-3095

VP - Sales
Title

4-3-14
Date

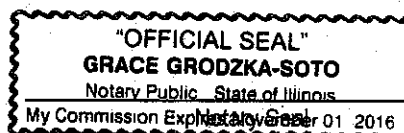
847-318-7901
Phone Number

Subscribed to and sworn before me
this 03 day of April, 2014

X

[Signature]
Notary Public Signature

My commission expires: NOV. 01, 2016





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

| Owner/Employee Name: | Related to: | Relationship: |
|----------------------|-------------|---------------|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |

If more space is needed, attach an additional sheet following the above format.

_____ There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Owner/Employee's Signature

Date

Subscribe and sworn before me this _____ Day of _____, 20____

a Notary Public in and for _____ County

(Signature)

NOTARY PUBLIC
SEAL

My Commission expires _____

Completed forms must be filed within **30** days of the execution of any contract or lease with Cook County and should be mailed to:

Not applicable to SunGard at this time.

**Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602**

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____

Notary Public Signature

Notary Seal

Not applicable to SunGard at this time.

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

Not applicable to SunGard at this time.

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____

Notary Public Signature

Notary Seal

Not applicable to SunGard at this time.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: SunGard Availability Services LP

BUSINESS ADDRESS: 680 East Swedesford Road, Wayne, PA 19087

BUSINESS TELEPHONE: (312) 919-1576

FAX NUMBER: _____

CONTACT PERSON: Douglas Atkin

FEIN/SSN: 23-2106195

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Jeff Waide
Vice President of Sales

Date: 10/24/2013

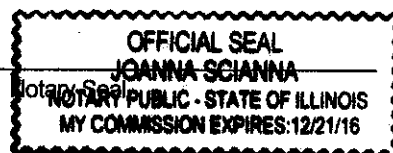
Subscribed to and sworn before me this

04 day of October, 2013

X _____

Notary Public Signature

My commission expires: _____

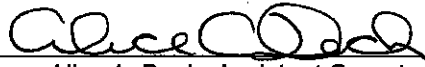


* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

CERTIFICATE OF ASSISTANT SECRETARY

THE UNDERSIGNED, Alice A. Deck, Assistant Secretary of **SUNGARD AVAILABILITY SERVICES LP**, a limited partnership organized and existing under the laws of the Commonwealth of Pennsylvania (the "Partnership"), does hereby certify that Jeffrey R. Waide, is a duly elected and acting Vice President, Sales of the Partnership, and further that he is authorized to enter into and execute instruments, documents and contracts in the name of, and on behalf of, the Partnership.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Assistant Assistant Secretary to be duly executed this 1st day of April, 2014.

By: 
Alice A. Deck, Assistant Secretary

CERTIFICATE OF ASSISTANT SECRETARY

THE UNDERSIGNED, Alice A. Deck, Assistant Secretary of **SUNGARD AVAILABILITY SERVICES LP**, a limited partnership organized and existing under the laws of the Commonwealth of Pennsylvania (the "Partnership"), does hereby certify that Damian J. Erlicher, is a duly elected and acting Vice President, Sales of the Partnership, and further that he is authorized to enter into and execute instruments, documents and contracts in the name of, and on behalf of, the Partnership.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Assistant Secretary to be duly executed this 1st day of April, 2014.

By: _____


Alice A. Deck, Assistant Secretary

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

Not applicable to SunGard at this time.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

Not applicable to SunGard at this time.

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____

Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

Not applicable to SunGard at this time.

SIGNATURE BY A CORPORATION
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

Not applicable to SunGard at this time.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Shirley E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 30 DAY OF July, 2014.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1350-12467

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 1,364,123.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
JUN 18 2014

COM. _____

APPROVED AS TO FORM:

Kate M. McKeel

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)